

PREAMBLE

The Jose D. Leon Guerrero Commercial Port Board of Directors, hereinafter referred to as the "Port," and the Guam Federation of Teachers, Local 1581, hereinafter referred to as the "Union," enter this Agreement in conformity with the Public Employee-Management Relations Act, Title IV, Chapter 10, Guam Code Annotated, and Title 2, Chapter 5, Guam Administrative Rules and Regulations, including the Rules and Regulations for the Port Operations and Maintenance Division Employees.

ARTICLE I – RECOGNITION AND DEFINITIONS

The Port recognizes the Union as the exclusive Employee Representative for the GFT Bargaining Unit, subject to and in accordance with Public Employee Management Relations Act of Guam (Title 4, Chapter 10, GCA) and Jose D. Leon Guerrero Commercial Port Personnel Rules and Regulations (Title 12, Chapter 10, GCA) and those Rules and Regulations promulgated thereunder, for Operations and Maintenance Employees (full-time or part-time status). Operations and Maintenance Employees include but are not limited to Stevedores, Winch Operators, Riggers, Cargo Checkers, Equipment Operators, Crane Operators, Mobile Equipment Dispatchers, Carpenters, Plumbers, Painters, Electricians, Refrigeration Mechanics, Heavy Equipment Mechanics, Crane Mechanics, Welders, and Preventive Maintenance Mechanics. The Employees filling these positions are members of the Bargaining Unit covered by this Agreement. Superintendents, Managerial and Unclassified employees are not members of the Bargaining Unit and this Agreement does not cover such Employees.

The Union agrees to represent equally and without prejudice all members of the Bargaining Unit for purpose of:

1. Consultations and/or negotiations with Port Management Officials concerning terms and conditions of their employment not otherwise fixed by law; and
2. The settlement of grievances and disputes.

ARTICLE II – UNION RIGHTS

2.A. WORKSITE VISITS, SUBJECT TO APPROVAL BY THE GENERAL MANAGER

The President of the Union or designated representatives, may visit member worksites to examine complaints pertaining to this Agreement, provided the representative(s) inform(s) the General Manager and Port Police Division, in writing

prior to such visits and provides the purpose of the visit. These written requests for worksite visits shall be approved, subject to reasonable modifications by the General Manager, of the time and date for such visits. All Union visits shall be subject to any and all applicable statutes, rules, regulations, and procedures including but not limited to procedures of the Port Police, Port safety rules and federal or maritime security procedures. The Port herein guarantees that the Union shall have a minimum of one worksite visit per quarter.

2.B. BULLETIN BOARDS

The Union may provide a bulletin board up to three feet by three feet (3'x3') in size and protruding no more than one and one-half feet (1.5') in each break room where memberships are present of a recognized collective bargaining unit. The Union may use the bulletin board for the purpose of communicating normal and usual Union business to the membership subject to OSHA regulations regarding fire and walkway access. Specific placement of such boards within a station shall be subject to the approval of the Division Head; whose approval shall not be unreasonably withheld. The officially designated Union representative(s) at the worksite shall be responsible for maintaining such board. The bulletin board may be enclosed with a Plexiglas cover to prevent damage.

2.C. PRE-SHIFT OPERATIONAL MEETINGS

Management representatives shall conduct brief pre-shift operational meetings at or near the start of each shift. These meetings should not last more than a few minutes and should cover operational and safety matters. The designated Union representative may speak during such briefings and must limit any comments to one (1) minute.

2.D. NEW MEMBER ORIENTATION

The Union will provide informational material to the Port's Human Resources Division for distribution to Port employees. The Port's distribution of such material is subject to the Port's review and approval. The Port's approval will not be unreasonably withheld. Upon the Port's approval, the Port agrees to distribute the informational material to new Operations and Maintenance Employees upon his/her appointment. The informational material may include: (a) cover letter from the Union; (b) information about the Union history and structure; (c) membership information and application; (d) contact information of the Union officers and Union Port Stewards; and (e) information

regarding Union meetings and events. The Port agrees to include this process as part of its employee orientation program.

2.E. UNION STEWARDS

The Port agrees to recognize at least one Union Steward per division, duly appointed by and acting as an agent of the Union. The duties of the Union Steward within the Port include receiving and investigating complaints and processing grievances in accordance with the terms of this Agreement and applicable laws, rules and regulations. The Union shall provide the Port with a written list of such Stewards and alternates, if any.

The Port shall permit one Union Steward per division to perform his/her duties as a Union Steward, with pay, for no more than eight (8) regular duty hours, during normal Port operations, per pay period and per occurrence. Such Union Steward duties must be approved in advance by the General Manager (which approval will not be unreasonably denied), for the purpose of handling and processing grievances. In the event the Steward is unable to utilize the allotted time within two consecutive pay periods, such balance zeros out and shall not carryover. The Human Resources division will be the timekeeper and keep track of the Union Steward's hours.

Stewards or their alternates shall obtain permission from their immediate supervisors before leaving their worksite to perform duties as a Steward (which approval will not be unreasonably denied). Upon resuming their normal duties the Steward or alternate shall notify their supervisor.

Management and Union Stewards shall maintain complete equal status while meeting to discuss any matter in order to facilitate and enhance the provision and exchange of free and open communications.

2.F. MEETINGS

The Port or Union may request a meeting with the other to discuss matters pertaining to this Agreement. A party shall respond to any such request for a meeting within seven (7) calendar days of receipt of such request. Such meeting shall occur within fourteen (14) calendar days of the response.

The Union President, the Union Chair of the Union's PAG Unit or the President's designated Union Representative shall have the right to meet with the Port's General

Manager or designee(s) to discuss matters on how Management and Labor can better work together to help further the mission of the Port to serve the people of Guam. The Port General Manager shall have the same right to meet with these Union Officials or the designated Union representative for this purpose. All meetings shall occur during normal working hours (8:00 a.m. to 5:00 p.m.) Mondays through Fridays, excluding weekends and holidays, and shall occur within a reasonable amount of time from the time and date the request is received by either the General Manager or the Union.

During any meeting between Port management and the Union, each side will be allowed the same number of participants. At all times during contract negotiations or meetings between the Parties mandated in these sections, the Parties shall treat each other as equals notwithstanding their official titles and positions within the Port Authority of Guam. Said number shall be by mutual agreement at the time of scheduling but not less than two (2) per side. The failure of either side to provide the agreed upon number shall not delay or cancel the meeting and none of the members of the other side shall be required to leave. All meetings with Port Superintendents and/or Supervisors shall occur when Union members are on duty.

The Port and Union shall conduct mandatory quarterly meetings. The meeting schedule and said number of representatives on either side shall be consistent with Article 2.F.

The Port agrees to grant up to 2 (two) hours administrative leave for two (2) Employee Representatives (to be selected by the Union – likely their Union Chair will be one of them, at the Port) to attend PAG Board meetings. The Union shall provide the name(s) of the Union member(s) designated to attend the meeting at least forty-eight (48) hours, or more, prior to the scheduled PAG Board Meeting. The Port will designate a slot on the Agenda for Employee Participation where a designated Union Representative may speak and contribute at the PAG Board Meeting.

ARTICLE III – DUES AND MEMBERSHIP

3.A. UNION DUES

The Union is recognized by the Port as the duly recognized Labor Organization for the within described Unit of Port Employees. The Union authorizes the Port to deduct Union dues from a Member's wages. The Union shall provide the Port with signed membership forms from each Member authorizing said dues deductions from the



Member's wages. No later than the first day in September of each year, the Union shall provide the Port with the Union's Dues Scale for the fiscal year. The Port shall deduct the appropriate amount of Dues from the Union Members' pay checks and then transmit such Dues to the Union not later than seven (7) days after the relevant pay day.

The Port may charge the Union the actual cost of making Dues deductions, and if the Port elects to charge a cost it must provide the Union with justification of the actual cost within thirty (30) days on incurring such additional expenses. The Union, upon receipt of the Port's explanation of actual costs, must either dispute the billing or pay the charge within thirty (30) days of receiving the bill. If the Port passes on any cost associated with deducting Union Dues such charge shall not exceed two and one-half percent (2 ½%) of the total amount deducted.

3.B. UNION MEMBERSHIP LISTING

Management will provide the Union via email, in excel format, within thirty (30) days from the effective date of this Agreement and on the start of each fiscal year thereafter, an alphabetized list of employee names subject to this Agreement, position title, pay grade, stem and sub-step, mailing address, Union membership deduction and division and department.

ARTICLE IV – DUTIES, ASSIGNMENTS, WORKING CONDITIONS AND COMPENSATION

4.A. ASSIGNMENTS, TRANSFERS and REASSIGNMENTS

Assignments, Transfers and Reassignments shall be consistent with the Personnel Rules and Regulations as passed by Public Law 30.43. To the extent the Port maintains discretion over Employee assignments, Port Employees (classified, unclassified, short term, or contract Employees) not covered by this Agreement shall not perform any work or operation normally performed by an Employee covered by this Agreement except in temporary cases of emergency. The Port may require Employees to perform functions relating to their scope of work and in support of their work role as long as the Employee is qualified to perform such work or it is part of a training program.

In all Port Training Programs, seniority shall be the deciding factor as to all such Port Employees eligible for such training. Similarly, as to all Port on-the-job training programs or opportunities, seniority shall entitle all Port Employees, entitled to such seniority status, the first opportunity to participate in such on-the-job training.



The Port must assign all training opportunities, whether scheduled Training Programs, or On-The-Job Training opportunities, on the basis of Seniority. Those employees with the most seniority and in good standing at PAG shall be given such first preference, all other factors being equal.

Seniority for the purposes of this Agreement shall be calculated first on the number of years the Employee has worked with the Port, and in the event of a tie after this calculation, then the number of years the Employee has worked with the Government of Guam.

Employees who are directed to perform duties and responsibilities of another position due to abnormal workload or unanticipated absences will be entitled to Hazardous/Environmental Differential pay if the work they are performing is certified to be hazardous or physical hardship (environmental) duty.

For purposes of this section, the employee's immediate supervisor is required to indicate on the employee's time sheet, the date, time and the type of work the employee performed.

4.A.1 GOOD HOUSEKEEPING

The Union supports the Port's efforts of Good Housekeeping for all properties it owns and operates. The Port will schedule, during normal shift hours (day/night), members and non-members to clean designated properties. The Port will provide all the required equipment and materials to perform the cleanup.

Safety Personnel will brief employees prior to the start of the cleanup. Safety Personnel will have a sign-in sheet for the employees to sign in who attended the briefing. Safety Personnel will document the topics discussed.

The Parties acknowledge that worker's compensation covers participating employees.

4.B. OPERATIONS PERSONNEL/SHIFT WORKERS

To the extent permitted by the Personnel Rules and Regulations for Jose D. Leon Guerrero Commercial Port (as further interpreted in Port Transportation, Stevedore and Terminal Employees v. PAG, 2018 Guam 18):



The workweek of personnel directly involved in the loading and unloading of cargo is normally dependent upon vessel arrivals/departures. The workday of employees under this category normally consist of twelve (12) hour shifts during vessel operations. Normally, shift hours are from 0700 to 1900 hours, or 1900 to 0700 hours.

In the event there are no vessels in port, operation employees' workday shall consist of eight (8) hours, normally 0700 to 1600 hours for dayshift employees and 1900 to 0400 hours for night shift employees Monday through Friday in order to complete the scheduled forty (40) hour workweek. For Equipment and Facility Maintenance employees, when no vessel is in port, the employee's workday shall consist of eight (8) hours, normally 0800 to 1700 hours in order to complete the scheduled forty (40) hour workweek.

The schedule workweek for shift workers shall be prepared and prominently posted at least two (2) weeks in advance so that the employees affected will be adequately informed. Such workweek schedules shall not contain less than two (2) weeks and shall not be changed, except for good cause and provided affected employees are given at least 24 hours prior notice. Whenever possible, work schedules should permit an employee to enjoy a holiday on the day it is observed.

The Port will prominently post, at least two (2) weeks in advance, a monthly gang rotation so that the employees affected will be informed. The priority gang for each week of the month will be indicated on the Monthly Gang Rotation Posting.

Rotations from day to night shift and vice versa will be effectuated on a day of the week when no vessel is in port.

Notice of Divisional Employee Daily Work Assignments based on the Master Work Schedule will be posted Monday through Friday before 1500 hours so that employees are aware of any changes to their schedule for the next day.

The Port will utilize a priority gang rotation system so that all employees are provided an equal opportunity to work weekends and holidays. In addition, the Port will establish a Volunteer List at the start of each week for employees to sign up for weekend and holiday work in order to secure a sufficient number of workers to satisfy the Port's requirements for vessel operations in the event there is a shortage of manpower on the priority gang's rotation.



In the event there are insufficient volunteers from the Volunteer List to work the weekend or the holiday, the General Manager or his designee may require employees on the priority gang to report to work. The General Manager or his designee shall consider the reason for the employee's request for a day off and the need for the employee to report to work in order to meet the Port's operational requirements.

4.B.1. CANCELLATION & COMPLETION POLICY

CANCELLATION PAY: Whenever employees of the Port are assigned to work on a vessel and the work assignments are cancelled prior to the commencement of work, at the start of work, or prior to completion, such employees shall be compensated for cancellation of work.

A. Cancellation Time (Prior):

1. If an employee has been properly notified of the cancellation of work, four (4) hours or more prior to a scheduled operation, he/she shall not be eligible for cancellation pay.
2. However, if an employee has been notified of a cancellation of work less than four (4) hours prior to a scheduled operation, he/she shall be entitled to two (2) hours of cancellation pay.
3. Employees who were not notified and reported to work shall be compensated two (2) hours of cancellation pay provided the following are met:
 - a. The employee must sign the daily timesheet at the main gate.
 - b. The Supervisor/Leader shall certify that the employee was not properly notified by inserting the phrase "not notified" next to the employee's name and then initialing next to it.
4. Employees who were not notified and failed to report as assigned shall not be eligible for cancellation pay.

B. Cancellation Time (During):

1. Whenever a cancellation notice is received at the start or during a scheduled operation but actual operation has not started and work is



not performed, the employee should be assigned to perform other Port work.

2. If this is not feasible, the employee released and compensated for:
 - a. four (4) hours for four or less hours of stand-by time;
 - b. eight (8) hours of stand-by time in excess of four but less than eight.

C. Cancellation Time (Completion):

1. When the assignment is completed before the scheduled completion time, the employee shall be compensated for:
 - a. four (4) hours for four or less hours of work; or
 - b. eight (8) hours for work in excess of four but not more than eight.

If an employee is compensated under this category, a notation of **Guaranteed Shift Pay** is to be indicated on the timesheet.

ARTICLE V – HEALTH & SAFETY PROVISIONS

5.A. The Union and the Port shall, within 30 days of the execution of this Collective Bargaining Agreement by the Governor of Guam, establish a Joint Committee in cooperation with the Guam Occupational Safety and Health Administration, under the Guam Department of Labor to identify those employees who may qualify for pay differential pursuant to the Port's Personnel Rules and Regulations Section 8.800 et, seq. under the Department of Administration's Hazardous/Environmental Pay Policy and Procedure.

Subject to the Guam Procurement Rules and Regulations, the Port will contract out for services from a certified Environmental Company specializing in Hazardous and Environmental working conditions at worksites in the event the Guam Occupational Safety & Health Administrator (GOSHA) is unavailable to act on the Port's request within a reasonable time for an inspection and investigation of any existing hazardous conditions at the Port.



5.B. PERSONAL PROTECTIVE EQUIPMENT

The Parties acknowledge their intent to return to negotiations to address the provision of Personal Protective Equipment. The Parties shall commence such negotiations in good faith within 120 days from the effective date of this Agreement.

ARTICLE VI- MISCELLANEOUS PROVISIONS

6.A. BREAK AREAS

Subject to Title 10 of the Guam Code Annotated Chapter 90 also known as the Natasha Protection Act of 2005, the Port will provide three (3) "break" areas in Operations and one (1) in Maintenance where smoking is permitted. The Port agrees to locate these designated break areas within a safe and reasonable proximity to the Port employees' worksite. Any Notice of Violations issued by the United States Coast Guard Captain of the Port as a result of the designated smoking areas upkeep may result in the suspension or revocation of this privilege by the General Manager.

6.B. POSTING OF AGREEMENT

Copies of this Agreement shall be posted on both the Port and the Union web sites and on the Union bulletin boards within the Port.

6.C. EFFECTIVE DATES OF AGREEMENT

This Agreement is effective upon the approval and execution of all Parties listed below. This Agreement shall remain in effect until midnight five (5) years from the date of the last signature below ("initial term"). This Agreement shall be renewed automatically for an additional five (5) years unless one of the parties notifies the other, in writing, of its intent to terminate the Agreement at the expiration of the current term. For the avoidance of doubt, this Agreement shall terminate at the end of five (5) years after execution by the parties, unless automatically renewed in accordance with this section, which shall cause this agreement to terminate after ten (10) years. There shall be no further terms under this Agreement. Should either party intend to terminate this Agreement as provided herein, such notice shall be given to the other party no later than 120 days prior to the expiration of the current term.



6.D. SEVERABILITY

If any of the provisions of this Agreement or the application of such provisions shall be found to be contrary to law, the validity of the remainder of the provisions or the validity of the application of such provisions shall not be affected thereby.

6.E. MODIFICATION OF AGREEMENT

This Agreement shall not be amended, modified, changed, altered or waived except by mutual agreement, in writing, executed by all the parties hereto. Either Party can request re-negotiation of a provision of the Agreement upon 60 days prior written notice. In the event of any such re-negotiation request, the terms and conditions of the current Rules of Negotiation shall apply except that the Parties may designate different Negotiation Teams.

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

**Ratified for the Jose D. Leon
Guerrero Commercial Port**
By:

 11-19-19

FRANCISCO G. SANTOS Date
Chairman, Board of Directors

**Ratified for the Guam Federation of
Teachers Union**
By:

 12-12-2019

SANJAY H. SHARMA Date
President

 11-19-2019
RORY J. RESPICIO Date
General Manager



NEGOTIATING TEAMS

For the Board:

Rory J. Respicio, Chief Negotiator: Rory J. Respicio

Dominic G. Muna, Alternate Chief Negotiator: Dominic G. Muna

Connie Jo Shinohara: Connie Jo Shinohara

Glenn B. Nelson: Glenn B. Nelson

Ernest G. Candoleta: Ernest G. Candoleta

Patrick E. Alvarez: Patrick E. Alvarez

Support Staff:

Jose B. Guevara III: Jose B. Guevara III

Shawn B. Cepeda: Shawn B. Cepeda

For the Union:

David G. Teixeira, Chief Negotiator: David G. Teixeira

Daniel Del Priore, Alternate Chief Negotiator: Daniel R. Del Priore

Jesse N. Quinata: Jesse N. Quinata

Gerald F. Torres: Gerald F. Torres

Gilbert G. Santos: Gilbert G. Santos

Angela M.A. Yoshida: Angela M.A. Yoshida

Approved as to form:

ATTY. JOSEPH B. MCDONALD
Port Legal Counsel

11/6/19
Date

Approved as to form and legality:



LEEVIN TAITANO CAMACHO, ESQ. **Date**
Attorney General of Guam *PAG 19-0740*

Approved:



HON. LOURDES A. LEON GUERRERO **Date**
Governor of Guam *1/20/2020*
Maga'håga Guåhan