

AGREEMENT

Between the

**Guam Federation of Teachers
(GFT) 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/CEO
850 Gov. Carlos G. Camacho Road
Oka-Tamuning, GU 96913
Phone: (671) 647-2330 Fax: (671) 649-0145

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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 (hereafter referred to as GMHA) and its BOARD OF TRUSTEES (herein after referred to as the "Board"), the Employer and its Governing Body respectively, 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

2.1 Coverage of Full-time Classified Employees

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 full-time classified employees unless specifically referred to by position title, and employed by the Employer at GMHA's facilities.

2.2 Non-Coverage Positions

This Agreement shall not cover nursing division employees holding executive, management, supervisory or administrative positions, as well as part-time, unclassified 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 Classified, permanent Full-Time Employees

A Full -Time employee is one who is employed and the employment personnel action defines the employee as "full-time."

SECTION 4. MEMBERSHIP

4.1 Membership

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 shall provide, via its official GMHA website at www.gmha.org, a staffing pattern of all GMHA classified employees. This GMHA staffing pattern will be updated on a monthly basis.

SECTION 5. MONTHLY DUES DEDUCTION

5.1 Deduction of Dues

(A) Deductions

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, on its official GMHA website, which includes name, employee identification number and amount of deduction for each employee for whom a deduction is made.

(B) Authorization for Deduction

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. Relative to cancelation of payroll deductions, members shall reserve the right to withdraw consent for their payroll deductions with thirty (30) days prior notification to both the Employer and the Union. Both the Employer and the Union shall provide each other with the CBA Member's notification within one (1) week of receipt of such notifications.

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

SECTION 7. ACCESS TO EMPLOYER'S PROPERTY

7.1 Authorization

The Employer shall allow duly authorized representatives of the duly recognized unit to visit the Employer's 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 request and garner approval from the GMHA Administrator (or designee) of such visits (to include the nature of the visit) at least twenty-four (24) 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 conducting such interview.

7.2 Use of Meeting Rooms

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 New Hire Orientation

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 second day of the new hire General Orientation for fifteen (15) 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 Unit notices

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 Space Allocation

Management shall designate a minimum space allocation of 24 x 24 inches in each ward for union purposes, as appropriate in accordance with GMHA safety and infection control standards and guidelines to be reviewed and approved by GMHA's Safety and Security Administrator (or designee).

SECTION 9. MANAGEMENT OF FACILITIES

The Union recognizes that the Employer has the duty and the right to effectively 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) *Workweek Start*

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) *Workday*

The regular workday may be scheduled at eight (8) hour shifts or twelve (12) hour shifts by mutual consent.

(C) *Flexible*

Should management wish to implement flexible schedules, such schedules shall be mutually agreed upon in writing by management and affected employees.

(D) *RNs/LPNs*

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) *CNAs*

The regular workweek for CNAs will be in accordance with Fair Labor Standards Act (FLSA) and Guam laws.

10.3 Work Shift

Work shift hours may be scheduled at eight (8) or twelve (12) hour shifts as mutually agreed between employer and employee. However, a schedule may be changed only to meet necessary work requirements and ensure operations are not hampered.

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 allow requests for shift preferences by members of each unit with preference given in section 13 Holistic Factors to be considered for leave/work schedules of this agreement. If overtime is assigned, it shall be done so as evenly as possible among all affected employees. Overtime scheduling shall be assigned with preference given in Section 13 Holistic Factors to be considered for leave/work schedules of this agreement. Employees shall submit requested days off and leave requests at least two (2) weeks in advance.

(B) *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

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. An employee cannot decline meal periods for whatever reason. An employee is responsible to communicate break periods prior to going on break and or leaving the unit to respective supervisor.

11.2 Rest Periods

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 are available as rest periods with pay for all employees subject to, and not to interfere with, the requirements of the provision of 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 Department of Administration 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. pursuant to 4 GCA § 6217.

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 at the end of the pay period that standby or on-call duty authorization was given.

(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) *Minimum Pay*

When a regular full-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) *Rate of Pay*

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 (1½) 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), as may be amended.

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 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 (1½) 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 two (2) times or double time 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 Government of Guam Department of Labor and the Guam Occupational Safety and Health Administrator to review existing Hazardous Pay Policy on an on-going basis as changes deemed necessary for the employee classifications covered by this agreement in a timely manner in good faith within one hundred twenty (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) *Rate of Pay*

RN and LPN overtime shall be paid to personnel in accordance with the provisions pursuant to 4 GCA § 6221, § 6221.1 and § 6229.7.

(B) *Overtime*

(1) 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 and such authorization shall be in advance if possible.

(2) If the employer cannot assure the employee of paying overtime in accordance with 4 GCA § 6221, § 6221.1, and § 6229.7, then compensatory time off shall be granted in lieu of overtime compensation by mutual agreement between management and the employee.

Note: GMHA has been guided that it is still presently governed by the Department of Administration Personnel Rules and Regulations (“DOA-PRR”) that provide “in the absence of funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay by mutual agreement between the employee and management, before work is performed.” DOA-PRR § 7.405 (A). The Guam Supreme Court has stated that an employee may not waive his or her right to overtime for overtime hours worked except as provided in Rule 7.405. *Guerrero v. Santo Thomas*, 2010 Guam 11; and also, *Yun v. GMHA*, Civil Case No. CV1263-04, at 15-16 (Guam Sup. Ct. 2011). This is consistent with the federal Fair Labor Standards Act, 29 U.S.C. § 207 (o).

(C) *Rotating Shifts*

An employee who rotates at the Employer's request from a night shift to a day shift shall have at least twenty-four (24) hours rest between the shifts. Employees shall not be required to rotate shifts without at least a twenty-four (24) hours rest period unless with the employee's written consent.

12.7 Detail Appointment

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

12.8 In-Service Training or Work-Related Meeting

Training/Meeting

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. If the day the employee is required to attend/or come in is a day-off for the employee; then that employee will be compensated at the rate of straight time for the time spent in such attendance. 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 need not be required to pay for the time spent in attendance.

12.9 Deductions and Itemized Paycheck Stub

(A) Itemized Check

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) Direct Deposit

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 may request to process a special payment check pursuant to GMHA policy.

SECTION 13. HOLISTIC FACTORS TO BE CONSIDERED FOR LEAVE/WORK SCHEDULES

13.1 Holistic factors

Holistic factors to be considered for the purpose of scheduling annual leaves of absence, work scheduling, etc., and shall be in accordance with GMHA Policy 6301-I D-11 Nursing Staff Planned/Vacation Leave Policy defined as:

Leave requests shall be considered based on the following factors in no order of priority:

- (A) Reason for leave
- (B) Seniority
- (C) Merit
- (D) Consideration of those who have not taken any recent leave

13.2 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. An employee who takes emergency leave during the probationary period in excess of thirty (30) consecutive days may have their probationary period 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.

- (1) New Year's Eve Day
- (2) Martin Luther King Day
- (3) Guam History & Chamorro Heritage Day
- (4) Memorial Day
- (5) Independence Day
- (6) Liberation Day
- (7) Labor Day
- (8) All Soul's Day
- (9) Veteran's Day
- (10) Thanksgiving Day
- (11) Our Lady of Kamalen
- (12) Christmas Day

14.2 Holiday Work

Employees covered by this agreement who are required to work on listed holidays shall be paid pursuant to 4 GCA § 6229.7; and as may be amended.

14.3 Holiday Scheduling

(A) Scheduling

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 one month prior to each holiday. If, during this period, there is a conflict in employee's preference, the Holistic factors shall be used to determine the matter (see Section 13).

(B) Christmas/New Year Scheduling

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

- (1) Christmas Eve Day (December 24)
- (2) Christmas Day (December 25)
- (3) New Year's Eve Day (December 31)
- (4) New Year's Day (January 1)

(C) Alternate Scheduling

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 Float

The RN may float to another Unit as directed provided they are functioning in a capacity of their Competency Level and Classification in accordance with § 4116 of 4 GCA, and applicable GMHA Personnel Rules and Regulations.

SECTION 15. ANNUAL LEAVE

15.1 Annual Leave Accrual

(A) Accrual Rate

Annual leave will be accrued by employees covered in this agreement who are occupying permanent positions in accordance with § 4109 of 4 GCA as follows:

- (1) One-half day (4 hours) for each full bi-weekly pay period in the case of employees with less than five (5) years of service.
- (2) Three-fourths day (6 hours) for each full bi-weekly period in the case of employees with five (5) years of service, but less than fifteen (15) years of service.
- (3) One (1) day (8 hours) for each full bi-weekly pay period in the case of employees with fifteen (15) years or more of service.

(B) RN Lump Sum in Excess of 580 Hours

Registered Nurses who have accrued in excess of five hundred eighty (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 (580) hours, provided that said lump sum payment shall be made only if such a nurse cannot be granted such excess leave within sixty (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 Hospital operational needs, the preferences expressed by a regular employee to take excess annual leave will be given consideration in accordance with Section 13.1 of this agreement.

(A) Planned

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) Employer

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) Exchange

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.

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 leave, that holiday will be paid for as a holiday rather than being charged against leave.

15.5 Sick Leave during Excess Annual Leave

Employees ill or injured during a leave may elect to substitute accrued sick leave (if any) for such illness or injury for other forms of leave. The employee must submit certification of illness to their immediate supervisor for each day of sick leave or other forms of leave required upon return to duty.

15.6 Serious Family Illness

If, under the provisions of the Family Medical Leave Act, 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 GMHA's Interim Personnel Rules and Regulations, as may be amended, and to include applicable Federal and Guam law, such as 22 GCA, Ch. 3, Article 6.

SECTION 16. PAID SICK LEAVE

16.1 Authorized

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 in accordance with Guam Law. Sick leave shall also be allowed when the employee receives medical, dental or optical examination or treatment or any behavioral 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 or injury.

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 based on the agreed shift at the time the sick leave was taken.

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 Personnel Rules and Regulations as may be amended. An employee who is absent in excess of three (3) consecutive days due to illness, injury, quarantine, or to provide healthcare to another may be required to furnish a certification by a licensed physician or a licensed independent practitioner.

16.6 Light Duty

The employer shall accommodate employees with light duty upon the certification of their physician in accordance with Guam Law. Certification must indicate the extent of light duty work and the duration of light duty status pursuant to ADA guidelines and the GMHA's Interim Personnel Rules and Regulations, as may be amended.

16.7 Physical Incapacity

Nothing in this agreement shall prevent Employer from terminating, transferring, or retiring a covered employee if the employee experiences an illness or disability that causes the employee to be physically or mentally unable to perform the duties described in the employee's classified employment position in accordance with applicable Guam law and regulation. Prior to termination or transfer, employer shall exhaust all alternatives to treatment or transfer and shall comply with any employee/personnel rules or regulations applicable to GMHA, the Americans with Disabilities Act, the Family Medical Leave Act, and any other federal or local law governing a transfer, termination, or retirement of an ill or disabled employee. Nothing in this section shall be read to deprive an employee of the ability to appeal an Adverse Employment Action before the Guam Civil Service Commission or Superior Court of Guam. Nothing in this section shall be read to deprive an employee of the employee's right of access to Workman's Compensation Benefits to lessen GMHA's obligation to provide such benefits pursuant to law.

SECTION 17. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay shall be in accordance with the GMHA's Interim Personnel Rules and Regulations, as may be amended.

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 is entitled to days off with pay from the employee's work schedule pursuant to and in accordance with 22GCA Ch.3 § 3610; as may be amended. 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) Compensation Authorized

Any regular employee who serves on a jury pool shall receive compensation for such jury pool and jury service which must be paid to the government of Guam, in accordance with § 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) Evening/Night Shift Services

Employees required to report for jury pool or 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) Hours Not Counted

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 GMHA's Interim Personnel

Rules and Regulations, as may be amended, and applicable Guam law for both annual and sick leave.

19.4 Off-Island Patient Escort

Off-island patient escort(s) shall be in accordance with GMHA Policy A-PC400 as amended and approved 1/30/19 and as may be subsequently amended.

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 GMHA's Interim Personnel Rules and Regulations, as may be amended.

(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

20.1 Eligibility

Eligible employees after five (5) years of continuous employment: regular full-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 as per procedures in 20.2.

20.2 Procedure

(A) Professional development leave must be requested in writing on the standard government leave form, with appropriate supporting documents, 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 GMHA.
- (C) The educational activity must be scheduled for at least four (4) hours in order to be approved for professional development leave. Management shall retain the discretion to approve education activity of less than four (4) hours upon request and on a person-by-person basis, which consideration may not be unreasonably held. Any approval under this section shall be upon the written request of the employee, which request shall describe the specific reasons for shortening the minimum period of time for the training. Management shall take into consideration the needs of the hospital, the needs of the employee's home or family situation (if any), the employee's physical limitations (if any), and whether the benefits of the specific training sought can be achieved in the time period proposed by employee and subject to subparagraph (D), below. A decision regarding educational activity and related leave pursuant to this section shall be deemed "unreasonable" if the decision is primarily motivated by arbitrary or capricious decision making or, as compared to other employees requesting similar leave, is inequitable. The employee shall bear the initial burden in any formal dispute of demonstrating arbitrariness, capriciousness, or inequity whereupon, once that burden is met, employer shall bear the burden of demonstrating that employer's decision was not motivated by the same.
- (D) The educational activity must be approved by the Department Head and the Hospital Administrator or designee.
- (E) Each 8-hour day of professional development leave can be taken at one time unless the program is for a shorter duration. 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 educational or 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. STAFF DEVELOPMENT COMPENSATION

Staff Development Compensation shall be in accordance with GMHA Policy #8650-1.209: Special Staff Development Programs and as may be amended.

SECTION 22. HOSPITAL-WIDE DRESS CODE

Whenever the hospital requires its Nurses to wear designated uniforms, the hospital will provide such uniforms. Nursing staff are to be guided by GMHA Policy A-HR1700.

SECTION 23. FURLOUGHS AND LAYOFFS

The parties to this agreement will adopt Appendices B and H of the Department of Administration's Personnel Rules and Regulations regarding furloughs, and layoffs which is consistent with existing Personnel Rules and Regulations.

Section 24. ADVERSE ACTION PROCEDURES

The parties to this Agreement will abide by GMHA's Interim Rules and Regulations Adverse Action Procedures.

Section 25. PERSONNEL INFORMATION

25.1 Personnel File

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 Disciplinary Notice

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 Removal of Letters of Reprimand

Letters of Reprimand 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 GMHA's Interim Rules and Regulations; as may be amended.

SECTION 28. NURSING PRACTICE

28.1 Obligations

Management and Union recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse, licensed practical nurse, and certified nurse aide related to her or his individual practice.

28.2 Nursing Assessment

Only a registered nurse and licensed practical nurse can assess, plan, and evaluate a patient's or client's nursing care needs based on their level of licensure and practice.

28.3 Delegation

No Registered Nurse will be required or directed to delegate nursing activities to other personnel in a manner inconsistent with GMHA Policy, the Guam Nurse Practice Act, the American Nurses Association (ANA) Standards of Practice, Centers for Medicare and Medicaid Services (CMS) Guidelines, and other applicable regulatory or accrediting agencies, bodies or organizations not included here.

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.

The bargaining unit employee will receive help and support when situations arise.

However, nothing in this section shall be interpreted to restrict the authority of GMHA to, in good-faith, assign supervisory personnel to any GMHA position, in conformance with Guam law and regulation, in instances of a territorial or hospital-wide emergency, or for the need to secure emergency patient treatment, or to comply with any federal or local law, regulation, or declaration. If any temporary assignment of a supervisory personnel member to work assignments regularly and customarily performed by bargaining unit employees shall last more than 14 calendar days within any 45 calendar day period, GMHA shall provide the GFT with written notice: a) explaining the situation giving rise to the assignment, b) the reasons why a

bargaining unit employee cannot be utilized to fill the assignment, and c) the anticipated duration of the assignment. The employee retains the right to utilize GMHA's grievance process in such a situation.

SECTION 29. NURSING MANAGEMENT COMMITTEE

29.1 The Collective Bargaining Unit Chairperson (or designee) 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, and the like.

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 Agreement Duration

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.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, hereby execute this Agreement as signed and dated on this Signatory Page.

CHIEF NEGOTIATORS:

W. N. Kando 3-19-24
WILLIAM N. KANDO, MSM Date
GMHA Chief Negotiator

Daniel R. Del Priore 3-19-24
DANIEL R. DEL PRIORE Date
GFT Chief Negotiator

[Signature] 4-26-24
LILLIAN Q. PEREZ-POSADAS, RN, MN Date
Hospital Administrator/CEO
Guam Memorial Hospital Authority

[Signature] _____
TIMOTHY FEDENKO Date
President
Guam Federation of Teachers

[Signature] 5/1/24
THERESA OBISPO Date
Chairperson, Board of Trustees
Guam Memorial Hospital Authority

Approved as to form and legality:

DOUGLAS MOYLAN Date
Attorney General of Guam

Approved:

HON. LOURDES LEON GUERRERO
I Maga'Hagan Guahan

Date: _____