

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GUAM FEDERATION OF TEACHERS
AFT LOCAL 1581, AFL-CIO

AND THE

GUAM FIRE DEPARTMENT

FOR

FIREFIGHTERS, FIRE SERVICE
SPECIALISTS and E-9-1-1 EMERGENCY
MEDICAL DISPATCHERS

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PREAMBLE

The Parties to this collective Bargaining Agreement, the Guam Federation of Teachers, Local 1581, hereinafter referred to as the "Union" and the Guam Fire Department, Government of Guam hereinafter called the "Department" affirm their commitment to achieve and maintain harmonious relation between the Union and the Department, to provide for equitable and peaceful adjustments of differences which may arise, and to contractually establish wages, hour, and other conditions of employment for the members of the bargaining unit, as established by law. This first collective Bargaining Agreement is a commitment by the parties to provide the best possible fire prevention, fire suppression, hazardous materials response unit, emergency medical, E-911 and rescue system for the people of Guam.

In meeting the challenges of this commitment, a new level of collaboration amongst the Union and the Department is needed as we move out of the past and into the future. The Department and the Union recognize that this shared responsibility can only be met through shared decision-making and the empowerment of all who are involved. This document seeks to enable the Department to adapt, to change, and to provide for a process of continual improvement. It supports and requires constant communication and cooperation between all parties. In an atmosphere of mutual understanding and trust, the Department and the Union hereby make this formal Agreement.

The Parties agree that neither the Department, nor the Executive Council of the Union, nor any Member of the Union may intentionally violate any provision of this Agreement.

This Agreement shall not supersede any policies, rules, regulations, or practices of Government of Guam which may be contrary to or inconsistent with the terms of this Agreement, including but not limited to the Guam Fire Department's Standard Operating Procedures, Prevention and Investigation Protocols, Department of Administration Personnel Rules and Regulations, and established standards.

ARTICLE I - RECOGNITION AND DEFINITIONS

1.A. Recognition

The Department recognizes the Union as the exclusive bargaining representative for all Firefighters I and II, Fire Service Specialists, Emergency Medical Dispatchers.

1.B. Definitions

ADMINISTRATIVE LEAVE: Leave with pay without charge to annual leave.

ADMINISTRATIVE WORKWEEK: Consists of 40 hours of work or paid leave per workweek, of non-uniform personnel.

ALLOCATION /CLASSIFICATION: The assignment of an individual position to an appropriate class in the classification plan on the basis of kind and level of difficulty of the duties and job requirements of work performed in the position.

APPOINTING AUTHORITY: Those department and agency heads which comprise the non - autonomous departments and agencies.

CLASS OF POSITION: Includes all positions which are sufficiently similar, as to (1) kind and subject matter of work; (2) level of difficulty and responsibility; and (3) the qualification requirements of the work to warrant similar treatment in personnel and pay administration.

CLASS SERIES: Consists of two or more classes that are similar as to line of work but differ as to level of responsibility and difficulty.

CLASS SPECIFICATION: An official document which describes the general characteristics of the class, including title, nature of work summary, statement of examples of typical duties performed, a statement of minimum qualifications, and the minimum knowledge, abilities, and skills needed to perform the work which provides the criteria for placing each position in its proper class.

CLASS TITLE: The official name given to a class of positions to identify the class and all positions in the class, and may be used for budget and fiscal purposes.

CLASSIFICATION PLAN (Position Classification Plan): A plan in which classes of positions are arranged in a logical and systematic order according to similarities and differences in duties, responsibilities, and qualifications requirements.

CLASSIFIED SERVICE: Government service of which Members have attained permanent status and cannot be removed from employment without just cause.

COMMISSION: May mean the Guam Civil Service Commission.

COMMON-LAW: Two adults who have co-habitated for at least two consecutive years on Guam as certified by their Mayor.

COMPARABLE POSITIONS: Positions of equivalent or lower grade and pay in the same occupational category.

COMPENSATION PLAN: A compilation of all classes of positions in the classification plan setting forth their assignments of pay grades in accordance with Chapter 6 of Title 4 of the Guam Code Annotated, or as negotiated with the Union at such time as it is applicable.

COMPENSATORY TIME-OFF: Time off in lieu of overtime pay. Said time off may accrue at the rate of one and one half hours for every hour worked.

CREATION OF NEW CLASS OR CLASSES OF POSITIONS: Said creations may be negotiated with the Union.

CREDITABLE SERVICE: Service period for increment step increases.

DEMOTION: The change of a Member's position to a position with a lower maximum salary rate.

DEMOTION (Involuntary): Demotion of a Member for just cause.

DEMOTION (Voluntary): Demotion requested by a Member in order to retain employment, when lay-off from his/her position is eminent, or for other reasons when the action is entirely voluntary on the part of the Member and not for just cause.

FIRE CHIEF OR DESIGNEE: The appointing authority of the respective departments and agencies within the government of Guam, i.e. Fire Chief, Director, Superintendent, etc.

DEPARTMENT MANUAL: Those manuals prepared at the departmental level for the purpose of expressing the intent of the Personnel Rules and Regulation, standards and procedures.

DETAIL APPOINTMENT: The temporary assignment of a Member by a department or agency head to perform a particular function. Detail may not be for a period of more than 120 days, except where the Civil Service Commission has granted an extension of up to an additional 120 days per calendar year.

DIRECTOR: The Director of Administration.

DISCIPLINE: Minimum corrective action taken by a responsible management authority necessary to maintain efficiency of the service.

DISMISSAL: Separation discharge or removal for just cause of a Member from his/her position. DUTY: A task assigned to a Member by a responsible management authority.

EMERGENCY: Situations which may jeopardize human life and property or agency operations which require immediate action.

ESSENTIAL FUNCTIONS: Those functions contained in a job specification that are defined by this Agreement.

FIRST DEGREE OF CONSANGUINITY -Blood relationship restricted to parent, child or sibling-sibling, to include adoptive and step-parents and children.

FLSA - May stand for Fair Labor Standards Act

FURLOUGH: Is the placement of a Member in a temporary non-duty and non-pay status on a continuous basis (for example 10 consecutive days), or a non-continuous basis (for example one day a week). A furlough is not a layoff or reduction in force action.

GRADUAL ACCRETION OF DUTIES AND RESPONSIBILITIES: The acquiring of duties and responsibilities over a period of time. The Member must continue to perform the same basic function and his former position must be absorbed in the new one.

GRIEVANCE: Complaints which relate to the working condition and relationship to department or agency policies, violations of this agreement, rules and regulations, or feelings of dissatisfaction, and which cannot be resolved through informal discussions with the immediate supervisor and are formally filed by the member or the Union.

HONORARY PROMOTION: Promotion to the next higher rank upon retirement for individuals employed in an organization having a formal rank structure (i.e., Police Department, Fire Department, etc.).

IMMEDIATE FAMILY: With respect to leave, immediate family is defined as the Member's spouse, common law, parents, parents-in-law, grandparents, brothers, sisters, children, grandchildren, any step or adoptive parents, adopted children or grandchildren of both the Member and the spouse or the common law, a guardian or person in loco parentis.

IN-LOCO PARENTIS: Refers to the situation of an individual who had such responsibility for the Member when the Member was a child. A biological or legal relationship is not necessary.

JOB CONTENT: Duties and responsibilities assigned to a particular position, as defined by this agreement.

KNOWN PROMOTION POTENTIAL: Upward career mobility in a series of positions within an organization without competition and where at an earlier date a Member was selected under competitive examination.

LAY-OFF: The involuntary termination of employment as a result of lack of funds.

LEAVE YEAR: The period from the beginning of the first complete pay period in the fiscal year commencing October 1, to the beginning of the first complete pay period in the following fiscal year.

LIMITED-TERM APPOINTMENT (LTA): An appointment to positions which are permanent in nature, not to exceed one year.

LINE MANAGEMENT: The line of authority from the Fire Chief or Designee down to the first level supervisors.

MANAGEMENT: The line of authority from the Fire Chief or Designee down to the first level supervisors.

MEMBER: A member of the recognized bargaining unit as defined in the recognition statement in Art. I.

MINIMUM QUALIFICATION: Minimum experience and training requirements derived from the knowledge, skills and abilities and other qualifications required to perform the duties and responsibilities of the position.

MISCONDUCT: Any action of a Member which is of a personal nature not related to the Member's ability to perform the job, but which constitutes a violation of regulations governing expected Member conduct on the job.

NEPOTISM: Supervisor-Subordinate relationship between and among spouses and persons within the first degree of consanguinity.

NEXUS: Refers to a conflicting link between a job and a criminal offense where there is a legal impediment to the government's ability to provide safe and efficient government services.

NFPA: May stand for the National Fire Protection Association

NON -PERMANENT STATUS: Those Members in the government's merit personnel system who do not have permanent status and are non -permanent Members until such time as they acquire permanent status.

OPEN COMPETITIVE: This is an examination which permits the competition of persons who meet the requirements of the official announcement for the position, and is not restricted to persons currently employed in the classified service.

ORIGINAL OR INITIAL APPOINTMENT: First-time permanent appointment to the classified position via the competitive process.

ORIGINAL PROBATIONARY PERIOD: Is the 6-month period in which a Member initially serves to attain permanent status as a government of Guam Member. This also applies to former Members who have not been employed in the Government of Guam service after four years of separation in goodstanding.

OVERTIME: For emergency medical dispatchers; actual hours worked in excess of 40 hours in an administrative workweek or more than eight hours per day.

OVERTIME: For firefighters; actual hours worked in excess of 120 hours in a 14 day work period.

PASSING SCORE: A score of 70 percent or above

PAY GRADE: The designated grade of compensation, as provided in the Compensation Schedule.

PAYGRADE REASSIGNMENT: Change of the pay grade allocation of a class as determined by this agreement.

PAY GRADE SCHEDULE: A systematic set of salary grades set forth by this agreement.

PAY PERIOD: The bi-weekly time duration within which the amount a worker has earned is determined so that the worker can be paid properly.

PERMANENT APPOINTMENT: An appointment made by an appointing authority to a position subject to the probationary period requirements.

PERMANENT STATUS: Permanent status is attained once a Member completes a satisfactory original probationary period.

POSITION: The work consisting of the duties and responsibilities assigned by an appointing authority for performance by a Member whether part-time or full-time, temporary or permanent, occupied or vacant.

POSITION DESCRIPTION: A statement of the duties and responsibilities comprising the work assigned to a Member/position.

PREMIUM PAY: For firefighters; premium pay is regular hourly rate plus 50% of their regular hourly rate from 106 hours to 120 hours.

PRIORITY PLACEMENT LIST: List established for displaced permanent classified Members to be afforded first offer of employment to positions that they previously filled, or to comparable positions they are qualified for.

PROBATIONARY APPOINTMENT: The initial appointment by an appointing authority of a Member to a class of position in which the Member will commence serving a probationary period.

PROBATIONARY PERIOD: This is a working test period and is part of the examination process following an appointment from the certification list during which a Member is required to demonstrate fitness for the position to which appointed by the satisfactory performance of the duties and responsibilities of the position. Said period may be 6 months.

PROMOTION: The movement of a permanent Member to a position with a higher maximum salary rate.

PROMOTIONAL COMPETITIVE: Competitive recruitment under the merit system that are only open to permanent status Members of the government of Guam.

RAW SCORE: The numerical score which is attained by an examinant without the application of a formula.

REALLOCATION (Reclassification): The change in the allocation of a position by assigning it to a higher or lower class, or another class at the same level may be subject to negotiation with the Union.

REAPPOINTMENT: A former permanent classified Member who returns to government service within four years of separation in good standing via the competitive process, and to the same or comparable position, but to a different department or agency from where he was formerly employed.

REASSIGNMENT: The lateral movement of a Member without any change in position title

or salary, or from one class of position to another class of position having similar duties and responsibilities and qualification requirements, or a movement from one department to another department.

REEMPLOYMENT: A former permanent classified Member who returns to government service within four years of separation in good standing without competition and, to the same or comparable job in the same department.

REINSTATEMENT: A former permanent classified Member who returns to his former position as a result of Commission ruling, Legal ruling or as a result of military service.

RESIGNATION: The voluntary termination of employment by a Member without just cause.

SENIORITY: Seniority, as used expressly within this Agreement and for no other purpose, may be defined by the following, in the event of a tie the next condition on the list applies:

- 1) Years within the Department
- 2) Years within the Government of Guam
- 3) The highest last four digits of the Social Security Number
- 4) Any separation from the Department service of more than two years will mean loss of all prior seniority.

SEPARATION: Any period of time when a member is no longer a permanent classified employee of the Government of Guam

SERIES OF CLASSES: Consists of two or more classes that are similar as to kind of work, but differ as to level of responsibility and difficulty.

SPOUSE: Husband, wife or Common law partner.

SUSPENSION: The temporary removal of a Member from his/her position with loss of pay for just cause.

STEWARD: A person designated by the Union to represent members of the bargaining unit at the worksite.

SUPERVISOR: A full-time Member whose primary responsibilities may include but are not limited to: (1) responsible for the adequate quality and quantity of work of regularly assigned Member(s) and the instruction of Members on proper procedures; (2) report on the performance of subordinate Members; (3) makes initial approval of at least short periods of leave; (4) initiate or recommend disciplinary actions, as appropriate, and; (5) the immediate supervisor of Members.

TEMPORARY APPOINTMENT: An appointment to positions which are permanent in nature, not to exceed 120 work days or 960 hours, whichever comes first, within a calendar year.

TERMINATION: The removal of a Member from employment for just cause.

TRANSFER: A change of worksite

UNCLASSIFIED SERVICE: Government service of which Members serve at the pleasure of the appointing authority and do not attain permanent status.

UNIFORM PERSONNEL: Members that are required to wear a uniform during the normal course of business, including but not limited to, Firefighters, EMTs, Police officers, and custom and quarantine officers.

UNION LEAVE: Leave with pay and no loss of benefits

UNION REPRESENTATIVE: Any designee certified by the Union.

WEIGHTED SCORE: A product of the raw score and the appropriate formula for the particular examination.

WORK DAY (Non-Uniform Personnel): A regularly recurring period of eight (8) consecutive hours exclusive of lunch hour.

WORKDAY (Uniform Personnel): A regularly recurring period of twenty-four (24) consecutive hours inclusive of mealtimes and breaks and/or any schedule assigned to personnel to meet mission of the Guam Fire Department.

WORKSITE: The building and/or area where a member normally works.

WORKSITE SUPERVISOR: The highest ranking supervisor at a worksite.

WORKWEEK: A regularly recurring period of seven consecutive 24 hour intervals. A workweek need not coincide with a calendar week, and/or any schedule assigned to personnel to meet mission of the Guam Fire Department. It may begin any day of the week at any hour of the day, but may be defined by this Agreement.

ARTICLE II - UNION RIGHTS

2.A. CONFERENCES

The Fire Chief or Designee and the President of the Union, or their designee, may schedule conferences at least once each month or as necessary. Each officer may be accompanied by one other person.

2.B. WORKSITE VISITS

The President of the Union or designated representative, or full-time Union Members may visit worksites to examine complaints pertaining to this Agreement and other Department and Government policies, provided the representative(s) first sign(s) in on the appropriate log indicating the purpose of the visit. Every effort may be made to keep visits between 8:00 a.m. and 5:00 p.m., unless the complaint warrants otherwise.

2.C. UNION LEAVE BANK

Not Applicable or in accordance with Rules and Regulations regarding leave.

2.D. UNION MAIL DISTRIBUTION

The Union may distribute literature in the Member mailboxes at the Department's Central Mail Distribution site.

2.E. BULLETIN BOARDS

The Department may ensure that one bulletin board is available for the Union's use at each worksite for the purpose of communicating normal and usual Union business to the membership. Specific placement of such boards within a station may be subject to the approval of the Fire Chief or Designee; said approval may not be unreasonably denied. The officially designated Union representative in each station may be responsible for maintaining such board as it pertains to Union Business.

2.F. MEMBER MEETINGS/ORIENTATION

2.F.1. Member Meetings

At each scheduled Member meeting, fifteen (15) minutes may be set aside for the Union representative to discuss matters of interest to Members.

2.F.2. New Member Orientation

Union representatives may be allowed up to one (1) hour of the "new" Union Member orientation program at each work site to acquaint the new Members with their rights and responsibilities under this Agreement.

2.G. STEWARDS

2.G.3. Stewards at each worksite may have access to all Department records concerning the fiscal (non-personnel related), property and supply management of the worksite.

2.G.4. Stewards may be conferred with at least one (1) day in advance if there is to be any changes to the work schedule of a non-emergency nature.

2.G.5. The worksite supervisor and the steward(s) may schedule conferences, as needed, to discuss problems relating to this Agreement.

2.G.6. The Department and the Union recognize that budgets directly affect and determine the nature of the process. Stewards, as well as Members, and administrators are encouraged to participate collaboratively in the formulation of the Department's budget.

2.H. UNION SECURITY

Management will provide the Union in writing and electronically via e-mail, within thirty (10) days from the effective date of this Agreement and whenever there are changes thereafter, an alphabetized list of Employee names subject to this Agreement and work location.

2.I. UNION WORK (Bargaining Unit Work)

Members of the Department who are not covered by this Agreement may not perform any work or operation normally performed by a Member covered by this Agreement except in temporary cases of emergency. This includes classified Members as well as Members of companies contracted to the Department.

2.J. UNION DUES

2.J.1. Exclusive Right to Dues Deduction*

The Union is the only Member organization for which the Department may deduct Union dues from a Member's wages. The amount to be deducted may be provided to the Department by the Union annually.

2.J.1. Transmittal of Dues to the Union*

The Union may provide the Department and the Department of Administration, with signed forms from each Member, authorizing Union dues deductions from the Member's wages. Union dues may be deducted from a Member's wages by the Department of Administration at no cost to the Union, and should be promptly forwarded to the Union. Union dues are considered voluntary deductions by the employee and is to be treated as such. The Department of Administration deducts the dues and makes the payments to the Union accordingly. It is acknowledged that the Guam Fire Department has no control over this matter, but will cooperate with The Union as much as possible to facilitate the deduction and transfer of Dues.

ARTICLE III - MEMBER GRIEVANCES

3.A. Definition

Grievance Requirements, Rights and Procedures, as applicable to both Employee and Department Management, may be as set forth in the Government of Guam's Department of Administration's Personnel Rules and Regulations.

ARTICLE IV - ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

Assignments may be made pursuant to GFD mission requirements, as applicable to both Employee and Department Management, may be as set forth in the Government of Guam's Department of Administration's Personnel Rules and Regulations, GFD General Orders, and Standard Operating Procedures.

4.A. Working out of Classification

4.A.1. Daily Action Assignments

Members assigned by the Fire Chief or Designee or designee to perform the full range of duties and responsibilities of a higher rank for a minimum of one full watch will be in line with Department of Administration Rules and Regulations. The provisions of this section may apply only to positions which are normally scheduled to perform duties on a 24-hour shift schedule. If disabled while working at a higher classification as described above, the member may receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability.

4.A.2. Long Term Acting Assignments

Members assigned by the Fire Chief or Designee or designee to perform the full range of duties and responsibilities of a higher rank may receive the compensation of the higher rank for the duration of the assignment (including paid leave) if all of the following conditions are met:

- a) The long-term assignment may be made in writing by the Fire Chief or Designee.
- b) The position to which the member is assigned must be an authorized budgeted position, and
- c) The member is assigned to perform the duties of the higher rank for longer than 30 calendar days.

4.A.3. Disabled while Working

If disabled while working at a higher classification as described above, the member may receive disability benefits at the level attached to the rank at which the member was assigned at the time of such disability.

4.A.4. Administrative/Collateral Assignments

No member may be assigned to administrative duties unless designated to light-duty status, failure to maintain certifications requirements or when a member voluntarily accepts to be collaterally assigned. Members volunteering to be collaterally assigned administrative duties may not suffer any loss in pay, provided the member works the required number of hours, required of a firefighter.

ARTICLE V - HOURS OF WORK, OVERTIME, AND PREMIUM PAY

5.A. HOURS WORKED

5.A.1. Uniform Personnel

Generally-Uniform Personnel who are subject to the maximum 106 hours over a two- week period of compensatory time may be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum. Non uniform or administrative personnel who is subject to the maximum of forty (40) hour over a one- week period of compensation may be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum. All time during which a Member is suffered, or permitted to work and required to be on government of Guam's premises on duty or at a prescribed work place is considered as hours worked. Essentially, this means that once a supervisor allows the Member to work, or "knows" that the Member is working, then the Member must be compensated. As a general rule, hours worked will include:

- a) All time during which a Member is required to be on the Government of Guam's premises or at a prescribed work place, including but not limited to work-related travel in a vehicle or off-island.
- b) The Work Week may begin any day of the week and any hour of the day, but it must in each case, be established in advance. The workweek may be changed, but only if the change is intended to be permanent and is not made to evade overtime requirements or policies. The work day from start to finish may not be split and each day must consist of at least eight (8) consecutive hours excluding required breaks unless otherwise specified by this Agreement.

5.A.2. Work Week

A Member's workweek may be in accordance with office hours, with designated shifts, or with such flexible or variable hour program as are implemented by individual departments, provided that no department may operate less than a 40-hour workweek.

- a) Breaks - A Full-time Member may be allowed a 15-minute break period in the first half and second half of the work day, except for those Members subject to Section 7(K) of the FLSA relating to Members in fire protection or in law enforcement activities.
- b) Meals - Full-time Members may be allowed a minimum of 30 minutes and up to a one-hour meal period during each work day, as defined by this Agreement.
- c) Scheduling- The schedule of workweek for shift workers may be prepared and prominently posted at least two weeks in advance so that the Members affected will be informed. Such schedule may not be less than two weeks and may not be changed, except for good cause and provided affected Members are given at least 24 hours prior notice. Whenever possible, work schedules may permit a Member to enjoy a holiday on the day it is observed.
- d) Flex Scheduling- An appointing authority may permit flexible work schedules as long as it is agreed to by the Member and memorialized in writing.

5.B. OVERTIME

5.B.1.

Emergency Medical Dispatchers.

Emergency medical dispatchers work period is 7 days and 40 hours. Upon the occurrence of the maximum amount of hours within a 7 day, 40 hour work-week; covered classified Members may be entitled to receive overtime compensation calculated at the rate of one and one half times the regular rate of pay for each hour or portion of the hour of overtime worked.

Firefighters

Firefighters work period is 14 days and 120 hours. Firefighters under the Section 7(K) of the FLSA relating to Members in fire protection or in law enforcement activities. For any hours exceeding 106 up to 120, Members may be compensated at a premium rate of 50%. Any hours exceeding 120 hours, Members may be entitled to receive overtime compensation calculated at the rate of one and one half times the regular rate of pay for each hour or portion of the hour of overtime worked.

- 5.B.2. Any fraction of an hour of overtime worked may be converted to the nearest 15 minutes.

- 5.B.3. Covered Members include those classes of positions that are not in the executive, administrative, and professional categories (exempt status employees), as determined by the Recognition Statement in this Agreement.
- 5.B.4. Overtime work will occur when a Member renders service under any of the following conditions or as otherwise defined by this Agreement:
- a) The Member renders service in excess of 40 straight time hours per work week; or in the case of fire fighters when the Member renders service in excess 106 hours per pay period of the established workperiod.
- 5.B.5. Overtime work may be required for any covered Member in emergency situations as described below:
- a) Where established post of duty must be covered 24 hours per day, and a Member is not available to cover that post on a given shift.
 - b) When danger to life, health, or well-being of the public, Members, patients, inmates or other persons could occur if a Member is not required to be on duty or where danger to property is eminent.
 - c) Members who work during emergency periods as declared by the Governor of Guam.
- 5.B.6. Compensation for Overtime Work - Payment for overtime work may be made no later than the next pay period after the overtime work is performed. Overtime compensation may be at the rate of one and one half times the regular rate of pay for each hour, or portion of the hour of overtime worked. No person may be required to work overtime unless the Member has received certification by the appointing authority that funds for overtime pay are available.
- 5.B.7. Typhoon and Other Emergency Compensation- Members who work during emergency periods as declared by the Governor of Guam, may be compensated in the following manner.
- a) Members occupying permanent positions in the classified service or the unclassified service, except for Fire Chief or Designees and their first assistants, by whatever title called, who's regularly scheduled hours of work fall within such emergency period, but whose presence is not required at work, may be granted administrative leave.
 - b) Members not occupying permanent positions in the classified service, who were required to report to, and did work during such an emergency period, may be entitled to overtime pay for all such hours worked.
 - c) Members occupying permanent positions in the classified service or unclassified service, except for Fire Chief or Designees and their first assistants, by whatever title called, who's regularly scheduled hours of work fall within such an emergency period, and who are required to report for, and be on duty during such emergency period, may be entitled to overtime pay for

all such hours worked, in addition to full compensation for any administrative leave taken.

- d) Members occupying permanent positions in the classified service or the unclassified service, except for Fire Chief or Designees and their first assistants, by whatever title called, who's regularly scheduled hours of work do not fall within such an emergency period, but who are required to report for, and be on duty, may be entitled to overtime pay for all such hours worked, including overtime, but not for administrative leave.
- e) In the event that an emergency period includes a legal holiday, then such Members required to report for, and be on duty, may be entitled to overtime pay for all such hours worked, including overtime, in addition to full compensation for holiday leave rate in accordance with the conditions of this agreement.

5.B.8. Interest on Late Payment of Overtime-Any overtime not paid to a Member within fifteen calendar days after the time in which the overtime was performed may earn ten (10) percent per annum interest from the date the payment was due until the Member is paid the due overtime and interest due.

5.C. HOLIDAY PAY

5.C.1. When a Member is absent from duty at the close of the work day immediately preceding a holiday, and at the beginning of the working day immediately following a holiday, and such absences are determined to have been on a leave without pay status, the Member may not be considered eligible for compensation for the holiday under these rules, but may be considered as on leave without pay status.

5.C.2. Members who are required, because of an emergency or other reasons, to work on holidays (or their equivalent day) may be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay.

5.C.3. For purposes of these rules, holidays are declared to be those identified herein.

5.D. NIGHT DIFFERENTIAL PAY

Any Member (except Fire Chief or Designee) who works between the hours of 6:00 p.m. to 6:00 a.m. may be entitled to night differential pay, calculated at the rate of their regular wage plus 10% for all periods worked between the hours of 6:00 p.m. and 6:00 a.m., provided that they work a minimum of four (4) consecutive hours.

5.E. MERIT BONUS

Superior/Outstanding performance by a classified Member in Pay Grades A through V may be rewarded by a lump sum bonus based on an amount equivalent to 3.5% of the Member's base salary. The merit bonus may be automatic upon a superior/outstanding rating evaluation conducted for increment purposes. The merit bonus is in addition to the increment provided

and is limited to the fiscal year in which superior/outstanding performance is rendered as defined by this Agreement.

ARTICLE VI - LEAVE POLICIES

A leave of absence is an approved absence from duty, by the appointing authority or his designated representative, for a prescribed period of time, with or without pay. Once leave is granted it cannot be revoked unless the Governor declares a state of emergency.

6.A. Annual Leave

The appointing authority may afford an opportunity for Members to take leave, and particularly to avoid, whenever possible, loss of leave by forfeiture. However, leave may only be denied by the appointing authority when it can be documented that the services of the Member are required in order to maintain operational standards. If too many Members request leave for the same time period leave may be determined on the basis of Seniority; Seniority will be used when more than one employee submits leave requests at the same time for the same duration.

6.A.1. Request for Annual Leave

Requests for annual leave may be submitted to the appropriate supervisor by the Member, at least one (1) pay period in advance, for leaves in excess of one (1) pay period; and twenty-four (24) hours in advance for leaves less than one (1) pay period in order to avoid unnecessary disruption of work. Reasonable consideration may be afforded for emergency situations.

6.A.2. Minimum Charge for Annual Leave

A Member who uses annual leave in an amount of time which is less than a full hour, may be charged leave daily according to the following table, but not more than nine (9) hours per duty day for uniformed personnel.

Used (Minutes)	Time Charged Minutes
0 – 14	00
15 – 30	30
31 – 60	60

6.A.3. Accrual of Annual Leave

Members occupying permanent positions may accrue annual leave in accordance with The following schedule:

- a) One-half day (four hours) for each full bi-weekly pay period in the case of Members with less than three years of service.
- b) Three-fourths day (6 hours) for each full bi-weekly pay period except that the accrual for the last full bi-weekly pay period in the year may be one and one-fourth day (10 hours) in the case of Members with three, but less than 15 years of service.
- c) One day (eight hours) for each full bi-weekly pay period in the case of Members with 15 or more years of service.
- d) Annual leave earned during any pay period may be credited to the Member's account on the last day of that pay period in the case of separation, the last day the Member is on the payroll.
- e) A Member may continue to earn annual leave credits during leaves of absence with pay for each bi-weekly pay period, otherwise there may be no accrual for such period.

6.A.4. Carry-Over and Accumulation of Annual Leave

Annual leave accrued and unused in a leave year may be accumulated and carried over to the next leave year. Annual leave in excess of 320 hours may be automatically credited to accumulated sick leave provided, that not more than 100 hours may be credited to sick leave.

6.A.5. Lump Sum Payment for Annual Leave upon Separation or Transfer*

When a Member is separated from the government service, he/she may be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

6.A.6. Lump Sum Payment for Annual Leave upon Transfer*

Any Member who transfers from one branch of the government of Guam to another, or from one agency, instrumentality or corporation of the Government of Guam to another department, agency, instrumentality or corporation at his/her option, may accept the cash value of his/her earned leave at the time of transfer, or transfer his/her accumulated leave to his/her new government position, notwithstanding the fact that such transfer may appear on the Member's personnel records as a resignation and reappointment.

6.B. Sick Leave

Members accrue one hundred four (104) hours [thirteen (13) days] of sick leave per duty year, regardless of the beginning or ending dates of the duty year. Sick leave may be used for the purposes outlined below and elsewhere in this Agreement and other policies.

6.B. 1. Sick leave with pay may be allowed whenever the member is compelled to be absent from duty on account of pregnancy, childbirth, illness, injury or because of quarantine of anyone in the member's residence. Doctor, dental and/or optical appointments are chargeable to sick leave.

6.B.2. Sick leave with pay may be granted for the following reasons:

- a) Illness of the Member's spouse, common law, parents, parents-in-law, grandparents, brothers, sisters, children, grandchildren, any step or adoptive parents, adopted children or grandchildren of both the Member and the spouse or common law, a guardian or person in loco parentis.
- b) Death or doctor-certified critical condition of grandparents, parents, parents-in-law, spouse, common law, brother, sister, child, or legal dependent, grandchildren, sons/daughters-in-law. An additional day may be allowed when one of the above is off-island.
- c) If a member is absent because of illness for four (4) or more consecutive days (for 24-hour Uniform Personnel absent in excess of two consecutive duty days), the Member may be required to furnish certification of such illness from a licensed physician. Sick leave for less than four consecutive days may not require a physician's certification except for specific cases where a Member's pattern of sick leave indicates possible misuse of leave. In the latter case, a Fire Chief or Designee may require such individual to provide a physician's certification of illness if the Fire Chief or Designee has stated in writing to the individual that such certification will be subsequently required and has outlined in writing the pattern upon which this action is based. If the certification required is not furnished, all absences, which would have been covered by such certification, may be classified as absent without leave.
- d) The Department may provide each member with a statement of accumulated sick leave in September and February, unless such information is included on the Member's biweekly pay statements.
- e) Minimum Charge for Sick Leave -A Member who uses sick leave in an amount of time which is less than a full hour, may be charged leave daily according to the following table, but not more than nine (9) hours per duty day for uniformed personnel.

Used (Minutes)	Time Charged Minutes
0 – 14	00
15 – 30	30
31 – 60	60

- f) Accumulation and Carry Over of Sick Leave - Unused sick leave may be accumulated and carried over to succeeding leave years without limitation
- g) Vesting of Sick Leave -Sick leave accrued for service with the Government of Guam or any of its instrumentalities, branches, authorities or any entity,

corporation or agency, may vest in the Member upon accrual and may remain vested in such Member while he/she is employed by the government notwithstanding the fact, that from time to time, he/she may be transferred from one branch to another or to an autonomous agency, authority or other entity within the Government of Guam. Sick leave accrued and unused at the time of separation from the government may remain credited to the Member if such Member returns to government service. A Member, approved for disability retirement, may exhaust his accrued sick leave prior to effecting his/her retirement.

- h) Advance of Sick Leave -A Member, who has suffered a serious illness or ailment and has exhausted his/her sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to his/her appointing authority. Each request for advance of sick leave must be accompanied by a certification of incapacitation for duty by the Member's physician. An advance of sick leave may not exceed 13 days, and may be subject to approval by the appointing authority.
- i) If a Member is separated from service without having earned all of the sick leave allowed and taken, there may be deducted from any money due to the Member at the time of separation, an amount equal to his salary for the period of unearned sick leave allowed and taken.
- j) If the Member is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the Member may be allowed to use any accrued compensatory or annual leave credits before being placed on leave without pay.
- k) Lump Sum Payment for Sick Leave Prohibited - No Member who separates from government service for any reason may receive a cash payment for sick leave accrued at the time he leaves such service; except that upon the death of the Member, a lump sum payment of unused sick leave may be made in accordance with *Section 7102, Title 4 of the Guam Code Annotated* as it stands on June 5, 2008.

6.C. Work Injury Leave

6.C.1. Definitions

- a) Day - One calendar day unless otherwise specified.
- b) Continuation of Pay (COP) -Members who are entitled up to 120 days of COP because of temporary total disability, or temporary partial disability due to a job- related injury that is substantiated by a medical report. A maximum of 120 days per injury is allowed. The 120 days begin the day following the injury.
- c) Compensation - The money allowance payable to a Member or to his/her dependent as provided under the *Government Code Title 33 (P.L. 1-80, as amended)*.

- d) Injury - Accidental injury, death, or occupational disease or infection, arising out of, and in the course of employment.
- e) Death -This term when used as a basis for a right to compensation under this policy, means only death resulting from an injury.
- f) Disability -Incapacity due to a job related injury, to earn the wages which the Member the time of the injury.
- g) Public Employment -Employment by the Government of Guam or any political subdivision thereof.
- h) Coverage - Compensations may be payable pursuant to *Government Code Title 33(P.L. 1-80, as amended)* in case of disability or death of an employee, but only if the disability or death results from an injury sustained while engaged in public employment.

6.C.2. Denial of Compensation

No compensation may be payable if the injury was occasioned solely by the intoxication, substance abuse, or the reckless or intentional act of the employee to injure or kill himself/ herself or others.

A Member may receive a pay increment upon meeting the criteria set forth in this Agreement.

A Member who suffers a job-related injury will be carried on full pay status (Continuation of regular pay -COP) without charge to his annual or sick leave, provided that:

- a) such pay status does not exceed 120 duty days following the date of injury; and
- b) a certification from his physician that the Member is totally incapacitated to perform regular or light duty work.
- c) After 120 duty days and the Member is not fit for regular or light duty work, the Member may, at his discretion, request other types of leave status as provided in these rules.

6.C.3. Certified Incapacitation

If a Member is certified as totally incapacitated, he may not return to work unless a physician certifies that the Member is capable of returning to regular or light duty status. If post injury treatment becomes necessary, the Member may report to work, however, the Member may be excused for treatment without charge to his annual or sick leave provided that:

- a) such pay status does not exceed 120 duty days following the date of injury.

- b) After 120 duty days and the Member is not fit for regular or light duty work, the Member may request other types of leave as provided in these rules, or file for disability retirement. For Members on leave without pay (**LWOP**) status, a claim may be filed with Worker's Compensation for the number of hours on leave without pay.

6.C.4. Exemptions to Coverage

In any case where a Member is injured as a result of his own gross or wanton negligence, the employer may controvert the claim using the appropriate form.

6.C.5. Responsibilities

A Member who incurs a job-related injury while on duty must comply with the following procedures:

- a) Immediately report the injury to his supervisor.
- b) In cases of serious injury, medical assistance may be sought for the Member at the nearest medical facility. If necessary, an ambulance should be called to transport the Member. The supervisor, or his designee, may accompany the injured Member to the medical facility. Prompt notification of the Member's family must be made by the supervisor.
- c) A Member may file at any time a claim for Worker's Compensation or disability retirement.
- d) If a Member is certified as totally incapacitated, the Member may not return to work unless a physician certifies that the Member is capable of returning to regular or light duty work. When post treatment is necessary, the Member may report to work and continue with his treatment without charge to leave.
- e) A Member who is able only to work part-time duty while recuperating from an on-the-job injury may receive full pay, without charge to hours not worked during such recuperation period provided, that such duty due to recuperation, does not exceed 120 work days from the date part-time light duty is authorized. The Member must present a statement of incapacitation from full-time duty from his physician to be eligible for the excused absence on a part-time basis.
- f) A Member who is medically certified to only work part-time in excess of 120 duty days may be compensated by the Worker's Compensation from the Government of Guam's Special Fund, pursuant to the Worker's Compensation Law.

6.D. Appeals Process

- 6.D. 1. Upon receipt of a Member's appeal, the Director may coordinate the appointment of a Work Injury Status Committee composed of one Member, each from the

Department of Administration, Department of Labor, and the Retirement Fund. The committee may have the authority to review the case presented by the Member and management and present its findings to the appointing authority and the Member. The portfolio for review may require the physician's report (diagnosis and prognosis), the committee's fact finding report and decision, dates of meetings and transmittal of related information to be sent to the appointing authority for action. The committee's decision may either be to extend the Member's absence from work due to work-related injuries not to exceed one year, or to separate the Member. The Member may appeal the committee's decision to the Civil Service Commission within 30 days of receipt of the committee's decision.

- 6.D.2. Any Member may also appeal to the Commission for review of the facts that led to the disapproval of his work injury leave.

6.E. Excused Absences/Administrative Leave

6.E.1. Administrative Leave

Generally, an excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. Supervisors and Members will apply the following procedures for excused absences.

6.E.2. Attendance at Official Meetings/Conferences on or off-Island

- a) Members may initiate a written request for an excused absence citing the purpose of the meeting/conference, dates involved and costs, if any, to the appointing authority. ii) The appointing authority will evaluate the relative costs, availability of funds, potential for the Member's development, and desirability of government representation when approving the on or off-island meetings and conferences. iii) Upon approval of the request, a copy may be provided to both the Member and the payroll office.

6.E.3. Jury Duty uniform personnel exemption

A Member, who is called for jury duty in any court in the Territory of Guam, may be excused from duty with full pay and without charge to leave for all hours required for such duty, not to exceed the number of hours in the Member's normal work day. However, if the jury duty does not require absence for the entire work day, the Member may return to duty immediately upon release by the court. A Member called for jury duty is required to show the Jury Duty Call Notification to his supervisor. Supervisors are responsible for advising Members that all compensation earned for such jury service, except allowances for travel, must be paid to the Government of Guam, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. A Member may elect to request for annual leave for the purpose of jury duty service, in which case the Member may keep the compensation earned for such jury duty.

6.E.4. Participation as a Competitor in a Government of Guam Personnel Examination or Interview Members

Participation as a Competitor in a Government of Guam Personnel Examination or Interview Members who are participating in a competitive examination or interview for government of Guam employment, may be excused from work with pay, and without charge to leave for the time required for the examination or interview. Members are required to report to their work location after completion of the examination or interview. Members must advise their supervisor in advance of the need for excused absence to participate in a scheduled examination or interview. This notice should be given as soon as the Member receives information of the scheduled date and time of examination or interview.

6.E.5. Participation in Examinations for Military Service

A Member who is scheduled to appear for an examination for entrance into the United States military service, may be excused from work with pay and without charge to leave for the time required for the examination.

6.E.6. Natural Disasters and Other Emergency Conditions

Excused absence with pay and without charge to leave may be granted to Members when natural disasters or other emergency conditions create unsafe working conditions. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions by Executive Order, or an equivalent announcement by the Governor. When the Governor declares a State of Emergency through Executive Order or Proclamation, the appointing authority may determine whether affected facilities are to be closed.

- a) Except for those Members determined by the appointing authority to be necessary for providing essential services, Members may be released from duty with pay, without charge to leave, for the period the facility is closed.
- b) Those Members, required to remain on duty to provide essential services, may be paid at double the regular rate for the hours worked during the period the facility is closed and the other Members are on excused leave. Members who are on annual or sick leave status when an emergency condition is declared by Executive Order or announcement by the Governor and are not required to report to duty, may be considered as released from duty with pay without charge to leave for the period the work facility is closed.

6.E.7. Participation in Officially Sanctioned Events

A Member, who is a participating member of an official Guam delegation which is sanctioned by the Governor, may be excused from duty with pay, and without charge to leave, for a period not to exceed five work days in a calendar year.

6.E.8. Absence Pending Formal Investigation

A Member, who is under formal investigation by a department/ agency for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, not to exceed twenty (20) work days when the Member's absence from the work location is essential to the investigation.

6.E.9. Disabled Veteran's Reexamination or Treatment

A Member, who has been rated by the Veterans Administration to have incurred a service-connected disability and has been scheduled by the Veterans Administration to be reexamined or treated for such disability may, upon presentation of written confirmation of having been so scheduled, be excused from duty without charge to leave for such reexamination or treatment. Excused absences may not exceed five work days in any calendar year. Thereafter, the Member may utilize other forms of leave provided in these rules.

6.E.10. Volunteer Services during Disasters/Emergencies

A Member who performs volunteer services, privately or as a member of an organization, in times of civil disasters, search and rescue operations, and other civil emergencies may be excused from duty with pay, without charge to accrued leave not to exceed two (2) work days.

6.E.11. Bereavement Leave

A Member, may be granted two (2) work days of excused absence with pay, and without charge to leave upon the death of any member of the Member's immediate family. Each Member requesting bereavement leave due to a death in the immediate family, may submit a request to the appointing authority stating the name of the deceased and the relationship to the deceased.

6.E.12. Military Training Leave

A Member who is a member of a Reserve Component of the U. S. Armed Forces including the Air or Army National Guard, may be entitled to military training leave with pay, and without charge to annual leave, not to exceed 15 work days per fiscal year. The Member may submit a copy of his military orders or other

documents which place the Member on military training, to the appointing authority. A copy of the official orders may be filed in the Member's personnel file. Any absence in excess of 15 work days may, upon request by the Member and approval of the appointing authority, be covered by accrued annual leave credits or accrued compensatory leave credits. If not requested by the Member or approved by the appointing authority as annual or compensatory time leave, such absences in excess of 15 work days may be considered as leave without pay.

6.E.13. Maternity/Paternity Leave

Paid Maternity/Paternity leave may be granted to a covered Member upon the birth or adoption of their child(ren). Such Maternity/Paternity leave may be for twenty (20) working days. Any additional leave taken for such purpose may be charged against accumulated sick leave, annual leave or may be unpaid leave, at the option of the Member. The starting date of Maternity/Paternity leave may be the decision of the Member, but may encompass the birth or adoption of the child(ren).

6.E.14. Educational Leave with Pay

Educated members are a benefit to both the Department and the public that we serve therefore the Department may create a program, in conjunction with the Union, to encourage members to further their education. A Member may be granted excused absence from duty with pay, and without charge to leave to attend on a full time basis, a college, university, or training academy for not more than the equivalent of one (1) calendar year of pay status for the purpose of receiving training that is of clearly foreseeable benefit to the department or agency. The granting of educational leave with pay may be in accordance with the Department's educational program. Only Members who have completed their original probationary period are eligible to participate in this program.

6.E.15. Holidays

Members may absent themselves from duty on the holidays established by these rules, provided however, that work assignments may be required to be carried out if previous notification is given by the appointing authority.

Legal Holidays include every Sunday and the following:

1. Christmas Day December 25
2. New Year's Day January 1
3. Martin Luther King Jr. Day third Monday in January
4. Memorial Day Last Monday in May
5. Independence Day July 4

6. Liberation Day July 21
7. Labor Day 1st Monday in September
8. All Soul's Day November 2
9. Veteran's Day November 11
10. Thanksgiving Day 4th Thursday in November
11. Our Lady of Camarin Day December 8
12. Every day appointed by the President of the United States or the Governor of Guam for a public fast, Thanksgiving Day, or Island-wide Election Day, except elections for Youth Congress, and other days as may be designated by proclamation of the Governor or President of the United States may be paid holidays. If any of the numbered holidays listed above falls upon a Sunday, the following Monday is a holiday, and if any of such holidays falls upon a Saturday, the preceding Friday is a holiday.

6.E.16. Legal Holiday for Irregular Hours of Duty

Members whose workweek is other than Monday through Friday, and whose holiday falls on a non-work day, their holiday may be determined as follows:

- a) Sunday Holiday:
 1. When a Member's workweek does not include Sunday, and a holiday falls on Sunday, his/her next regular work day within his/her workweek is his/her holiday.
 2. When a Member's workweek includes Sunday and a holiday falls on the day that has been designated as his/her non-work day in lieu of Sunday, next regular work day after his/her "in lieu of Sunday" within his/her workweek is his holiday.
- b) Other Holidays: When a holiday falls on a Member's non-work day other than Sunday, the regular work day preceding the Member's non-workday is his/her holiday.

6.F. Leave Without Pay

6.F.1. Leave without Pay

Members may request leave without pay for good cause when their current authorized annual or sick leave with pay, will not cover the total period of requested leave.

6.F.2. No Accrual: Annual or Sick Leave

When a Member is on leave without pay status, accrual of sick, annual or retirement credit is not allowed.

6.F.3. Request by the Member

Leave without pay is a temporary non-pay status and an absence granted in response to a Member's request. Leave without pay covers only those hours which a Member would otherwise work or, for which he/she would be paid.

6.F.4. Authorization

Authorizing leave without pay is a matter of administrative discretion. A Member cannot demand that he/she be granted leave without pay as a matter of right, except in the case of:

- a) Disabled veterans who are entitled to leave without pay, if necessary, for medical treatment; and
- b) Members of the Reserve Components of the U.S. Armed Forces who are entitled to leave without pay, if necessary, to perform military training duties.

6.F.5. Leave without Pay Leave

A Member who does not have adequate annual or sick leave credits may submit a written request for leave without pay to his supervisor. The Member's request should indicate the reasons and the need for leave without pay, and the date Member intends to return to duty from leave.

6.F.6. Examples of Appropriate Use of Leave without Pay

Examples of types of cases for which approval of extended leave without pay would be proper, all other factors being favorable, are:

- a) For educational purpose, when the course of study or research is in line with a type of work which is being performed by the Member's department/agency, and completion of which would contribute to the department's/agency's best interests.
- b) For the purpose of recovery from illness or disability, not of a permanent or disqualifying nature, when continued employment or immediate return to employment would threaten impairment of the Member's health, or the health of other Members.
- c) For the purpose of caring for a child upon birth or adoption.

- d) For the purpose of providing care to a spouse or child who is ill or disabled, or to provide care to elderly parents or parents-in-law.

6.F.7. Military Leave without Pay -Special Provision

Any classified Member, except a Member who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty military training as outlined in *Rule 8.413*) consistent with *Section 6218(d) of Title 4 of the Guam Code Annotated* may be granted limited leave without pay, beginning with the date of induction and, not to exceed a period of four (4) years of military service. Active military service includes active duty with the U.S. Army, the U.S. Air Force, the U.S. Marine Corps, the U.S. Navy, the U.S. Coast Guard, National Guard of Guam or other services as provided by Guam law. Such leave of absence may be verified by official orders or appropriate military certification which may be filed in the Member's personnel file.

During such leave of absence, the Member may be entitled to retain the same rights and privileges as a Member granted leave without pay in accordance with these rules.

All unused leave benefits may be retained by the Member, who may have the same credited to the Member's record upon return to his assigned position consistent with *Section 6218(d) of Title 4 of the Guam Code Annotated*.

Upon termination under honorable conditions of such active duty, the Member may be entitled to reinstatement in his previous position provided the Member makes application for reinstatement within 90 days after discharge.

If the Member volunteers for an additional tour of military duty, the Member may forfeit the right to return to the position.

ARTICLE VII – COMMITTEES

The Department and the Union recognize the value of members and management working together in order to help the Department fulfill its mission to the standards of excellence that the people of Guam deserve. Therefore, the Union and the Department may form joint Union-Management committees. Specific committees may be delineated in **Appendix C**.

7.A. FORMATION

Within 30 days of the beginning of the Fiscal year (or the initial implementation date of this agreement) the Fire Chief or Designee and the Union or their designees may meet to submit their list of representatives to the appropriate committees. Unless otherwise stated in this

agreement each committee may consist of four (4) members appointed by the Union and four (4) members appointed by Management.

7. B. JOINT COMMITTEE OPERATIONS

All joint committees may operate in accordance with the rules set forth below.

7.B.1. Fire Chief or Designee and the President of the Union, or their designees

The Fire Chief or Designee and the President of the Union, or their designees, may appoint a chairperson pro-tern for each committee, who may make the appropriate arrangements for the committee's initial meeting. The committee may elect a chairperson and a secretary and whatever other officers it deems necessary, from among its members.

7.B.2. Joint Committee

All joint committees may hold their first meeting within fourteen days of their formation. Thereafter, meetings may be scheduled at a time and place to be determined by the committee. Meetings may be scheduled outside duty hours, but members may be considered in Duty Status while at the meeting inclusive of any reasonable breaks or travel time.

7.B.3. Minutes

Minutes of each meeting may be kept, to include time and place of meeting, members present, actions taken and results of votes taken. The minutes may show date, time, and place of next meeting. Copies of the minutes may be promptly provided to the Fire Chief or Designee and the Union.

7.B.4. Quorum

A quorum for the initial meeting may be a majority of the number of committee members appointed. The committee may determine its quorum for subsequent meetings.

7.B.5. Cancellation of Meeting

Any committee meetings cancelled may be promptly reported by the chairperson to the Fire Chief or Designee and the Union with the reasons for cancellation and listing of those absent, if applicable, for corrective actions as appropriate, and for

rescheduling of the meeting.

7.B.6. Committee Procedure

Committees may establish procedures for the conduct of their meetings. In the absence of such procedures, committee meetings may be governed by Robert's Rules of Order (Revised) except as modified above.

7.B.7. Committee Recommendation

The Fire Chief or Designee/Board may accept and implement the recommendations of any committee, or remand them to the committee for further action. If remanded, the committee may schedule its next meeting as soon as possible.

ARTICLE VIII - UNIFORMS AND EQUIPMENT

The Department, if funding is made available, may provide all members with the necessary uniforms and/or equipment at no cost to the member or they may provide a cash equivalent, the amount of which must be negotiated with the Union, within 120 calendar days after the beginning of the fiscal year. Preferential bidding will go to any equipment or uniforms that are manufactured or assembled on Guam. Specific Equipment and/or uniform requirements will be delineated in **Appendix D**.

ARTICLE IX- EQUALIZATION OF BENEFITS

The Department and the Union equally oppose any equalization legislation, plan, or program that would decrease the salary or benefit of any member.

ARTICLE X - MISCELLANEOUS PROVISIONS

10.A. NON-DISCRIMINATION

The parties mutually reaffirm their respective policies on non-discrimination in the treatment of any Member because of race, religious creed, color, sex, sexual preference, age, gender, union activity, national origin, ancestry, marital status or physical handicap. The Department and the Union agree to abide by Federal and State laws prohibiting discrimination.

All Members covered by this Agreement may have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid

or protection, to express or communicate to management any view, grievance, complaint or opinion related to the conditions of compensation and/or employment of public Members or their betterment, all free from restraint, coercion, discrimination or reprisal.

Nothing may abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

10.B. SAVINGS

10.B.1. Grievances

Grievances initiated prior to this Agreement (as extended) and pending on the execution hereof between the parties are saved and may be prosecuted by the aggrieved party as though the prior Agreement is still in force. If no prior Agreement exists, then prior grievances will be executive per this Agreement.

10.B.2. Prior leave entitlement and balances

Prior leave entitlement and balances are not affected by expiration of any prior Agreement (as extended) and the execution of this Agreement.

10.C. TRANSITION

10.C.I. Union/Department Head Meetings

The President of the Union and/or his designee and the Fire Chief or Designee may meet regularly to ensure an orderly transition to this Agreement. To that end they may from time to time agree to interpretations of language, implementation of provisions and such other matters as will provide for smooth transition.

10.D. NEGOTIATIONS

10.D.1. Duration of Agreement

This Agreement and each and every part hereof may become effective upon approval of the Governor and may remain in full force and effect until midnight one year from the date of implementation.

10.D.2. Request to Negotiate

If either party desires to modify any or all parts of this Agreement either party may give written notice of same to the other party 90-days prior, there to. A jointly developed schedule for negotiations may be completed within 30 days of any such written notice and negotiations may commence no later than the last day of the month following the establishment of the said schedule.

10.D.3. Negotiating Teams

Each party may designate in writing the names of three (3) persons who may serve on their respective negotiating teams and be empowered to speak for them, and be responsible for negotiations pursuant to the provisions of this Agreement. Each party may, at the time of the first meeting, designate the person on their team who will be the spokesperson or chief negotiator. If either party finds it necessary to change members of the team during negotiations, they may so inform the other party in writing. In the interest of providing a situation whereby maximum progress can be made during negotiations, each party agrees to keep changes as minimal as possible.

In addition to the core members, additional negotiating team members may be included on a scheduled basis.

10.D.4. Request of Documents for Pertinent to Negotiation

Upon the request of either party, the other may make available for inspection and copying, documents and records pertinent to the subject of negotiations. Both parties have the right to request that their most recent proposals be answered by a written counterproposal.

10.D.5. Tentative Agreements

An article, or portion thereof, is considered a tentative agreement only when mutually signed and dated by both parties. All tentative agreements are subject to formal ratification by the Department and the Union.

10.D.6. Ratifications

When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement may be reduced to writing and presented to the Union for ratification. The Union may have fifteen (15) days in which to present a written report to the Department for their action. Following such ratification, the Agreement may be subject to ratification by the Department that may take place within fifteen (15) days of the date the Union notifies the Department of ratification. The Agreement may then be forwarded to the Attorney General and the Governor.

10.E. POLICY, RULES AND REGULATIONS, GENERAL ORDERS

The provisions of this Agreement may not control where any direct conflict exists between this Agreement and any other Department Policies, Rules and regulations, General Orders, or Policies.

10.F. PRINTING AND POSTING OF THIS AGREEMENT

The Union may print the Agreement at the Departments expense, and subsequent modifications, within 30 days after approval of the Agreement. The Agreement may be printed in the most economical and legible format. There may be 1 A copies per member printed of which 20 may be delivered to the Fire Chief or Designee. The Union may be responsible for distribution to members of the Bargaining Unit. Copies of the Agreement may be posted on both the Departments and the Unions web site.

10.G. EFFECTIVE DATES OF AGREEMENT

10.G.1. This Agreement and each and every part hereof may become effective upon approval of the Governor and may remain in full force and effect until midnight one year from the date of implementation.

10.G.2. Any articles of this Agreement may be mutually agreed to be reopened for negotiation. Re-openers may occur on the days and months noted in paragraph four(4)below.

10.G.3. This Agreement may be renewed automatically for another year unless one of the parties may have officially notified the other in writing, 60 days prior to the expiration of the current Agreement.

10.G.4. Re-openers may proceed according to the following schedule:

December 15	written notice of intent to reopen
April 15	scheduling of negotiations
June 3, 5	negotiations begin

(Should any of these dates fall on a weekend or a government holiday, the next workday may replace the above dates.)

10.G.5. This agreement may be amended at any time by mutual written agreement of the parties. This Agreement may, after approval of the Attorney General, be submitted to the Governor for her signature. This contract may be executive upon the approval of the Governor.

APPENDIX

If any of the following sections below are in conflict or contrary to definitions, rules, provided by the Government of Guam, Department of Administration Personnel Rules and Regulations, Guam Fire Department General Orders, Guam Fire Department Standard Operating Procedures, they shall be considered invalid.

APPENDIX A - ASSIGNMENTS

- A. Every effort may be made to assign members as close to their residence as possible. Assignments will be based on the order of the following:
1. Operational Needs
 2. Seniority (based on the total time working within the Department)
 - a. Seniority may not be used to transfer to another station (outside of normal rotations) unless both of the prospective transferring Members, agree to the transfer in writing.
- B. Shifts - Uniform Personnel assigned to fire stations will work one (1) of two (2) shift schedules, "A" or "B". Each shift will consist of a minimum of 120 hours (106 regular hours and 14 overtime hours) in a pay period, which may be divided into five (5) twenty-four duty days, with a minimum of one (1) twenty-four (24) hour break period in between each duty day per shift. The House Captain, in consultation with the district commander, will create the work schedule for his/her respective shift. Scheduling preferences will be based on Seniority.
- At stations where there is an ambulance, ambulance assignments will be rotated on a twenty-four-hour basis in a fair and equitable manner and will be for a minimum of twenty-four hours.
- C. Transfers/Rotations - 180 days after this Agreement takes effect, the Department may establish a rotation schedule such that one (1) member per station, per shift schedule is rotated to a new station/worksites, with the intent that every member at every station/worksites will be rotated once within a twenty-four (24) month period. No member, however, may be rotated more than once within an eighteen (18) month period, unless to fill vacancies due to retirement, resignation, termination or death separation of an employee.
- D. Manning of Stations /Vehicles: All stations and vehicles will be manned in accordance with NFPA standards.
- E. Ceremonial Guard: The Department may develop two (2) Ceremonial Guards, one for Shift 'A' and one for Shift 'B', to serve at appropriate funeral services and other events. Each Ceremonial Guard may consist of at least sixteen (16) Members. The Ceremonial Guard for

each shift will be comprised of members from that respective shift i.e. Members assigned to Shift 'A' may participate in the Ceremonial Guard for Shift 'A' and Members assigned to Shift 'B' may participate in the Ceremonial Guard for Shift 'B'. In the event that more than the needed sixteen (16) Members elect to participate in the Ceremonial Guard for their respective shift, seniority will determine assignments to the Ceremonial Guard. However, Members will be rotated every quarter in a fair and equal way, so as to allow all interested Members an opportunity to serve in the Ceremonial Guard. Each Member who elects to participate in the Ceremonial Guard for their respective shift, will be provided the appropriate uniform and equipment (refer to Appendix D) as well as compensated for their participation (refer to Appendix B), as outlined in this Agreement.

APPENDIX B - PAY

- A. EMT-B Pay (Basic) - A Member who is certified as an EMT-Band is assigned to the Ambulance may be entitled to differential pay calculated at the rate of his or her regular wage plus fifteen percent (15%) for the duration of the shift.
- B. On-Call Status - All Members who are authorized or requested to be on standby or on-call duty status may be compensated in accordance with the Fair Labor Standards Act. Compensation may commence at the time the call was made with a minimum of two hours. Such payment may be made on the pay period following the standby or on-call duty authorization. All fulltime members may be required to participate in "On-Call/Standby" scheduling. Schedules may be made on an equitable, rotating basis. Members 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 station officer in charge.

APPENDIX C - COMMITTEES

The Union and Management can establish Committees to facilitate and enhance operations and coordination amongst the Members and the Unit as a whole as may from time-to-time be deemed desirable.

APPENDIX D - EQUIPMENT AND UNIFORMS

- A. During the term of this Agreement the Department agrees to provide and replace the following issue of uniforms at no cost to the Member. It is the Department's intent to immediately provide to each Member at the time of hiring or promotion the uniforms, accessories or protective clothing listed in this Appendix. However, should such uniforms, accessories or protective clothing may not be in stock at the time of hiring or promotion,

the Department may immediately process the appropriate paperwork necessary to obtain such items. No member may be allowed to work without the proper safety equipment.

- a. 5 Working Uniforms
- b. 1 Dress Uniform
- c. 1 pair Black Uniform Shoes
- d. 1 set Rain Gear
- e. Officer's collar brass be by utilization of bugle rank system
- f. Designated badges be silver or gold for the appropriate rank (Officer's gold badge and collar brass)
- g. required belt(s)

Personal Protective Equipment may include at a minimum the following:

(NFPA/OSHA Approved equipment) as recommended by the Equipment Committee

- a. 1 Fire Fighting Helmet/ with hood
 - b. 1 Complete set of Turnout Gear (Pants, Coat, Boots, and Suspenders)
 - c. 1 SCBA Personal face piece
 - d. 1 Personal Flashlight
 - e. 1 Personal Stethoscope (for ambulance assignments and ALS members)
 - f. 2 pairs of work gloves
 - g. 1 pair of firefighting gloves
- B. The replacement of the above listed uniforms will be on an as needed basis as determined by the immediate supervisor (Captain or above). It is the Department's intent to immediately replace the item submitted for replacement after the item has been turned in. However, should the item in question not be in stock at the time the item is turned in, the Department may immediately process the appropriate paperwork necessary to obtain such item and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacements will be made in the field by appropriate personnel. Replacements may be at no cost to the Member provided the Member follows appropriate procedures and was not negligent.
- C. When the Department may, for safety purpose, require the use of protective clothing, shoes, safety devices and/or equipment, they will be furnished without cost to the Members.
- D. The Department will purchase and provide equipment, protective clothing and devices that meet or exceed recognized NFPA standards.
- E. Safety of Emergency Vehicles - All emergency vehicles may meet NFPA standards within the

five (5) year purchasing plan created by the Equipment Committee.

- F. Ceremonial Guard - The Department may provide a uniform and all the necessary equipment to all Members who elect to participate in the Ceremonial Guard for their respective shift.

APPENDIX E - LIVING/WORKING CONDITIONS

1. All Department, 24-hour fire stations/facilities may include: hot and cold potable running water, showers, one refrigerator/freezer adequate air conditioning so that the temperature can be maintained at 75 degrees Fahrenheit, lockers, beds, or bunks, desk and chair, filing cabinet, medical supply storage, stove, clothes washer and dryer, working sewage, eye wash stations, and basin sinks, as provided for in GOSHA regulations and where funding is made available to GFD.
- 2) In the event a Member believes that any equipment needs repair, written notice may be made via chain of command to the Fire Chief or designee, who may determine if the repair is needed, and if so make arrangements for the repair within a reasonable period of time.
- 3) When repairs to safety items are not made or reasonable accommodations have not been made, as determined by the Fire Chief (in a cooperative effort with the Union), members assigned to these stations may be temporarily transferred to a station where facilities are available.
- 4) The Department will provide and maintain the following reference materials if funding is made available at all Fire and Rescue Stations as designated below, including, but not limited to:
 - a) Operations & Policy Manuals (OPM).
 - b) International Fire Service Training Association (IFSTA) manuals for all fire stations.
 - c) A complete and continually updated copy of the Personnel Rules and Regulations and an additional selection of reading materials and training aids will be maintained and upgraded in the Training Division/Bureau, and will be available to Members upon request.
- 5) The Department may provide computer capability to each Emergency Response Facility with the current Microsoft Windows Program for Members' use. Each computer with accompanying peripherals may be connected to Broadband Internet. Members may not be restricted from using the computer / internet for official and/ or Union business.
- 6) The Department may make all attempts to provide redundant water and power sources to each station / worksite, with sufficient capacity to ensure the continuity of operations of Emergency Response Facilities in the event of a man-made or natural disaster.
- 7) The Department may make available counseling / debriefing services to all Members, at the Department's Expense. Members who elect to use said services, may suffer no loss in pay or benefits of any kind while accessing the services, to include necessary travel time (not to exceed a total of two (2) hours) to access said counseling/ debriefing services.