

1 **GUAM CONSOLIDATED COMMISSION ON UTILITIES**
2 **RESOLUTION NO. 27-FY2016**

3 **RELATIVE TO APPROVING THE PROPOSED**
4 **MEMORANDUM OF UNDERSTANDING**
5 **AND COLLECTIVE BARGAINING AGREEMENT**
6 **BETWEEN THE GUAM FEDERATION OF TEACHERS**
7 **AND THE GUAM WATERWORKS AUTHORITY**

8 **WHEREAS**, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities
9 (“CCU”) has plenary authority over financial, contractual and policy matters relative to the
10 Guam Waterworks Authority (“GWA”); and

11
12 **WHEREAS**, the Guam Waterworks Authority (“GWA”) is a Guam Public Corporation
13 established and existing under the laws of Guam; and

14
15 **WHEREAS**, under the Public Employee-Management Relations Act as set forth in 4
16 G.C.A. Chapter 10, the Guam Federation of Teachers (“GFT”) has been formally recognized as
17 the exclusive representative that has the authority to negotiate a Collective Bargaining
18 Agreement (“CBA”) on behalf of GWA employees with the management of GWA; and

19
20 **WHEREAS**, in 2010, the CCU had rejected deciding whether or not to approve the
21 proposed CBA on the grounds that GFT had failed to provide proof that GWA employees had
22 in fact been provided a copy of the proposed CBA (attached hereto as Exhibit A) that GWA
23 and GFT had negotiated in good faith and, further, there was a lack of evidence showing that
24 GWA employees had been provided a meaningful opportunity to vote on the terms of the
25 proposed CBA; and

26
27 **WHEREAS**, in January of 2015, the GWA General Manager was approached by GFT
28 to have the CBA provided to the CCU for approval, and GWA informed GFT that prior to
29 submitting the CBA to the CCU for approval, GWA would need proof that a copy of the
30 proposed CBA was in fact provided to all covered GWA employees and that they approved it;
31
32

1 and also that the GFT board has also formally approved the CBA as required under the GFT
2 Constitution, Bylaws and Articles of Incorporation; and

3
4 **WHEREAS**, in November 2015, the CCU determined that the CBA should not be
5 adopted or approved until such time as GWA had undertaken a revision of its Personnel Rules
6 and Regulations, which were modeled after the Personnel Rules and Regulations of the
7 Department of Administration, in order to make them solely applicable to the employees of the
8 GWA; and

9
10 **WHEREAS**, subsequent to November 2015, GWA and GFT developed a
11 Memorandum of Understanding (MOU) addressing the issue of these revisions to the GWA
12 Personnel Rules and Regulations, and their impact upon the adoption and approval of the CBA
13 by the CCU, which MOU details how the CBA provisions would be modified to address any
14 differences or conflicts between the CBA and the eventual revisions to the GWA Personnel
15 Rules and Regulations; and,

16
17 **WHEREAS**, on March 11, 2016, the GFT held a Ratification Vote and the Ratification
18 Vote was unanimously in favor of Ratification of the MOU (Exhibit B); and,

19
20 **WHEREAS**, GFT has provided sufficient proof that the CBA was presented to all
21 covered GWA employees and that the employees voted to approve the proposed CBA and
22 otherwise performed all things necessary to satisfy the concerns presented by the CCU; and

23
24 **WHEREAS**, the CBA has been deemed to be reasonable by the GWA General
25 Manager and GFT President and Board; and all that remains is for the CCU to approve the
26 CBA or reject it; and

27
28
29 **WHEREAS**, the CCU hereby finds the terms of the CBA to be reasonable and approve
30 the CBA, subject to the terms and conditions contained in the MOU, and hereby directs
31 management to meet and negotiate with the GFT within 20 days of the adoption of the new
32 GWA Personnel Rules and Regulations by the CCU, to effect new CBA provisions that modify

1 the CBA so as to address any differences or conflicts between the CBA and GWA's new
2 Personnel Rules and Regulations.

3
4 **NOW BE IT THEREFORE RESOLVED**, the Consolidated Commission on Utilities
5 does hereby approve and authorize the following:

6 **Section 1.** The foregoing recitals hereto are hereby ratified, confirmed, and
7 incorporated herein by reference.

8 **Section 2.** The Consolidated Commission on Utilities approves the attached Collective
9 Bargaining Agreement between GWA and GFT as set forth in Exhibit A hereto, and subject to
10 the terms and conditions as set forth in the MOU referred to in Section 3 below.

11 **Section 3.** The Consolidated Commission on Utilities approves the attached
12 Memorandum of Understanding between GWA and GFT as set forth in Exhibit B hereto.

13 **Section 4.** The Consolidated Commission on Utilities further requires the General
14 Manager to meet and negotiate with the GFT within 20 days of the adoption of the new GWA
15 Personnel Rules and Regulations by the CCU, to effect new CBA provisions that modify the
16 CBA so as to address any differences or conflicts between the CBA and GWA's new Personnel
17 Rules and Regulations.

18
19 **RESOLVED**, that the Chairman certified and the Board Secretary attests to the
20 adoption of this Resolution.

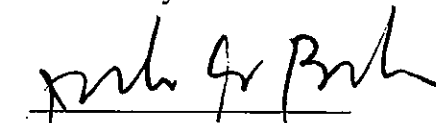
21
22 **DULY AND REGULARLY ADOPTED**, this 22nd day of March, 2016.

23
24 Certified by:

Attested by:

25 

26 **JOSEPH T. DUENAS**
27 Chairperson

28 
29 **J. GEORGE BAMBA**
30 Secretary

31 //

32 //

//

1 I, J. George Bamba, Board Secretary of the Consolidated Commission on Utilities, as evidenced
2 by my signature above do hereby certify as follows:

3 The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular
4 meeting by the members of the Guam Consolidated Commission on Utilities, duly and
5 legally held at a place properly noticed and advertised at which meeting a quorum was
6 present and the members who were present voted as follows:

6 AYES: _____ 4 _____
7 NAYS: _____ 0 _____
8 ABSTENTIONS: _____ 0 _____
9 ABSENT: _____ 1 _____



13 ///

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EXHIBIT A



GUAM WATERWORKS AUTHORITY

578 North Marine Corps Drive | Tamuning | Guam 96913

Letter of Transmittal

Date:	April 9, 2015		
To:	GWA General Manager's Office	Attn:	Mark Miller, General Manager, Interim
From:	Sam Taylor, Legal Counsel	By:	
Re:	GWA – GFT Collective Bargaining Agreement		
Via:			

We are sending herewith the following:

Item	Qty	Unit	Description
1	1	ea	Transmittal letter
1	1	ea	GFT cover letter.
3	29	pages	GWA – GFT Collective Bargaining Agreement

These are transmitted as indicated below:

<input checked="" type="checkbox"/> For Approval	<input type="checkbox"/> As Requested	<input type="checkbox"/> Resubmit __ copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Submit __ copies for distribution
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Return __ corrected prints
<input checked="" type="checkbox"/> For Signature	<input type="checkbox"/> Returned for Correction	<input type="checkbox"/> Other: _____

Remarks:

Received By: Kathey B.

Date: 4/9/15 11:52am

Before signing this document, verify that the content you are signing is correct. If you did not receive the complete package listed below, or if enclosures are not as indicated, please contact our office immediately at (671) 300-6854.

X _____
Received By Date

Sender



GFT, AFT Local 1581
Together We Win!

Timothy Fedenko, President
Corazon Mucho, Secretary

Sanjay Sharma, Vice President
James Lulan, Treasurer

March 26, 2015

Samual Taylor, Esq.
Legal Counsel
Guam WaterWorks Authority
578 N. Marine Corp. Drive
Tumon, Guam 96931

Ref.: GWA-GFT Collective Bargaining Agreement

Dear Attorney Taylor:

Buenas yan Háfa Adai! I write to submit to the Guam WaterWorks Authority the final, in three originals of the above referenced Collective Bargaining Agreement.

I have executed the Collective Bargaining Agreement as the Chief Negotiator for the Guam Federation of Teachers, and I ask that you provide the Collective Bargaining Agreement to Mr. Mark G. Miller, Guam WaterWorks Authority Interim General Manager, for his review and execution.

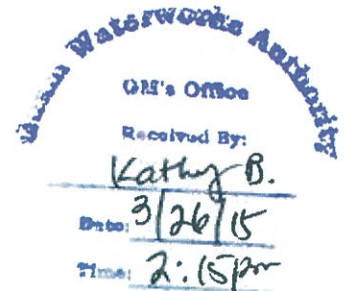
Once Mr. Miller has signed the Collective Bargaining Agreement, please contact our office to arrange pick-up of the Collective Bargaining Agreement and the Guam Federation of Teachers will, in accordance with our previous agreement proceed with the ratification process. The Guam Federation of Teachers will make copies of the Collective Bargaining Agreement and distribute one copy to each Member; along with Notice of the Ratification Voting Date, Times and Place. The Guam Federation of Teachers will also post the Collective Bargaining Agreement on appropriate Guam WaterWorks Authority Bulletin Boards, and obtain verification that the Collective Bargaining Agreement and Notice were distributed to the Members.

If the Guam WaterWorks Authority has any questions or concerns as to the forgoing, please contact myself or Ms. Geraldine Guerrero immediately.

Respectfully submitted,

Daniel Del Priore
Daniel Del Priore
Chief Negotiator

Enclosure: Collective Bargaining Agreement



COLLECTIVE BARGAINING AGREEMENT

BETWEEN the



CONSOLIDATED COMMISSION ON UTILITIES
Managing Utilities in the Interest of the Consumers

For

GUAM WATERWORKS AUTHORITY

AND

GUAM FEDERATION OF TEACHERS UNION

AFT LOCAL 1581 AFL-CIO

"A Union of Professionals"



EFFECTIVE DATE _____

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE GUAM WATERWORKS AUTHORITY
AND
THE GUAM FEDERATION OF TEACHERS UNION
AFT LOCAL 1581 AFL-CIO**

ARTICLE I

1.A. PREAMBLE

This Agreement is entered into by and between the Guam Waterworks Authority ("GWA"), whose address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union ("GFT") whose address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to as the "Parties."

1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A §14109.5, GWA's employees have the right to form, join, assist, and participate in the management of employee organizations of their own choice; and

WHEREAS, in compliance with the requirements set forth in 4 G.C.A §10109, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's employees because at least ten percent (10%) of GWA's employees are members of the GFT and because a majority of GWA's employees have designated GFT as their exclusive representative; and

WHEREAS, pursuant to 4 G.C.A §10113(b), GFT has the right, as the exclusive representative of GWA's employees, to negotiate written agreements with GWA's management reflecting bilateral determination of specific terms and conditions of employment, subject to paramount law and regulations.

NOW THEREFORE, in compliance with the above premises and mutual promises set forth herein and terms and conditions hereinafter set forth, GWA and GFT hereby covenant and agree as follows:

1.C. RECOGNITION AND BARGAINING UNIT

1.C.1. The Guam Waterworks Authority recognizes GFT as the sole and exclusive bargaining agent with respect to the terms and conditions of employment for the employees within the collective bargaining unit as defined in Section 2 of this Article.

1.C.2. The recognized unit includes all non-management employees within the Guam Waterworks Authority.

1.D. CONTRACT TERM

This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

ARTICLE II

2.A. GENERAL PROVISIONS

2.A.1. It is the policy and purpose of this Agreement and the parties hereto, that it is in the public interest, to promote orderly and constructive relationships between management and its public employees by providing an opportunity for effective participation by employees in the formulation and implementation of policies and procedures affecting conditions of their employment. The Union shall have the right to provide meaningful representation for public employees in grievances, disciplinary matters and negotiate with government management officials for establishing rules and procedures affecting terms and conditions of employment, subject to applicable laws and regulations.

2.A.2. Neither the Union nor the Management shall discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, handicap, or national origin. Covered employees shall have the right to form, join, assist, and participate in the Union and to act as organization representative or to refrain from any such activity, without interference, restraint, coercion, or discrimination and without fear of penalty or reprisal.

2.B. PAYROLL DEDUCTION OF UNION DUES

2.B.1. Management agrees to deduct from covered employee's paycheck each month, union dues, lawful fees and assessments as certified by the Union and agreed to by the employee and remit the same to the Union. The Union agrees that in the event of any change in the Union's dues structure, it will notify the Employer within twenty (20) work days prior to implementing the change. The Employer agrees to furnish the Union with the names and addresses of all newly hired and separated employees.

2.B.2. GWA agrees that it will deduct bi-weekly from covered employees' wages that amount voluntarily allotted for Union dues and forward that amount deducted to the Union within seven (7) working days from the pay-period ending date where such deductions were made. The Employer shall submit a list of the names and social security numbers of employees on whose behalf dues have been deducted. All covered Employees agree to disclosure of their Social Security numbers for the purposes stated herein.

2.C. DEFINITIONS

2.C.1. Administrative leave: Leave with pay without charge to the employee's accumulated leave, granted at the discretion of the Appointing Authority.

- 2.C.2. Appointing Authority:** The General Manager of the Guam Waterworks Authority or his/her designee.
- 2.C.3. Classified Service:** Government service of which employees have attained permanent status and cannot be removed from employment without cause.
- 2.C.4. Compensatory Time Off:** Time off in lieu of overtime pay and managed in accordance with the FLSA and this Agreement. The amount of time off shall be granted at time and one-half.
- 2.C.5. Continuation of Pay (COP):** Means employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.
- 2.C.6. Day:** Shall mean calendar day unless otherwise specified.
- 2.C.7. Demotion:** The involuntary change of an employee's position to a position with a lower maximum salary rate for just cause. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he held prior to the demotion for cause.
- 2.C.8. Demotion (Voluntary):** The voluntary movement of an employee from a higher to a lower position with the same or lower salary in the same department/agency.
- 2.C.9. Detail:** The temporary assignment of an employee by the General Manager to perform a particular function.
- 2.C.10. Disability:** The inability to perform the job to which they are assigned due to medical reasons. The disability can be temporary or permanent and partial or complete.
- 2.C.11. Dismissal:** Separation, discharge, or removal for cause of an employee from his/her position.
- 2.C.12. Duty:** A task assigned to an employee by a responsible management authority.
- 2.C.13. Emergency:** Situations which may jeopardize human life and property or agency operations as declared in a manner provided by law.
- 2.C.14. Employer:** Guam Waterworks Authority
- 2.C.15. Employee:** Any non-management person employed by the Guam Waterworks Authority covered under this agreement.
- 2.C.16. Grievance:** Complaints which relate to the working condition and relationship to policies, rules and regulations, and this agreement.

- 2.C.17. Immediate Family:** With respect to leave, immediate family is defined as the employee's spouse, common-law, mother, father, grandparents, guardian, children, grandchildren, in-loco parentis, sister, brother, mother-in-law and father-in-law. Step, adoptive, and spouse of adoptive parents/children/grandchildren would also be considered "immediate family."
- 2.C.18. Injury:** This term means accidental injury, illness, or death arising out of and from the course of employment.
- 2.C.19. Layoff:** The involuntary termination of an employee for reasons other than disciplinary actions and which does not negatively reflect on the Employee's service to GWA and includes reductions-in-force as a result of reorganization or lack of funds.
- 2.C.20. Management:** The line of authority from the General Manager down to the first level supervisors.
- 2.C.21. Performance Rating:** The appraisal or evaluation of the work performance of an employee.
- 2.C.22. Position:** The work consisting of the duties, functions, and responsibilities assignable to an employee.
- 2.C.23. Probationary Period:** It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four years of separation in good standing. Probationary periods shall not be less than 3 months nor more than 12 months.
- 2.C.24. Overtime:** Actual hours worked in excess of 40 hours in a workweek.
- 2.C.25. Permanent Status:** Permanent status is attained once an employee completes a satisfactory probationary period.
- 2.C.26. Position Description:** A statement of the duties and responsibilities comprising the work assigned to an employee/position.
- 2.C.27. Promotion:** The movement of a permanent employee to a position with a higher maximum salary rate.
- 2.C.28. Resignation:** The voluntary termination of employment by an employee submitted in writing to the GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.
- 2.C.29. Supervisor:** A person having supervisory authority over any other employee.
- 2.C.30. Suspension:** The temporary removal of an employee from his/her position with loss of pay for cause.

2.C.31. Termination: The removal of an employee from employment for cause.

2.C.32. Union: The recognized collective bargaining Authority.

2.C. 33. Work Day: The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.

2.C.34. Work Week: A regularly recurring period of seven consecutive 24 hour intervals. A workweek need not coincide with a calendar week. It may begin any day of the week at any hour of the day. A workweek shall remain the same unless any change is intended to be permanent.

2.D. UNION RIGHTS

2.D.1. CONFERENCES

The General Manager or authorized designee and the GFT President or authorized designee shall meet upon request of either party within five working days of a request.

2.D.2. WORK SITE VISITS

The President of the Union or designated representative, or full-time Union employees may visit worksites for matters pertaining to this Agreement and other policies after providing 48 hours advance notice to the GWA General Manager of the facilities the union wishes to visit. If conferences with covered employees are necessary, they shall be scheduled before or after the duty day or during lunch period.

2.D.3. PRESIDENT'S RELEASE TIME

In the event that a covered employee is elected President of the Union the following shall apply:

2.D.3.a. Upon written request from the Union, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.

2.D.3.b. The president's leave of absence shall commence within thirty days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement contribution that it makes on behalf of the president.

2.D.3.c. The president shall suffer no loss of benefits or rights, as defined by law or this Agreement, as a result of this leave. The president's seniority shall be treated the same as any other member of the bargaining unit who is on leave from their worksite.

2.E. BULLETIN BOARDS

The Union has the right to the use of a bulletin board paid for by the Union and consisting of a maximum of 16 square feet. The location of the board is subject to GWA approval. The board shall be placed in an employee high traffic area. Management may remove inappropriate postings with immediate notification to the Union.

2.F. UNION STEWARDS

2.F.1. The number and need of stewards shall be determined by the Union and appointments thereof will be made by the President. The Union agrees to limit the number of stewards to a maximum of one (1) per shift per GWA organizational division.

2.F.2. The Union shall supply Management a current and complete list of all authorized stewards.

2.F.3. Management agrees to recognize the Stewards officers and duly designated representatives of the Union and shall be kept advised, in writing, by the Union of the names of its officers and representatives.

2.F.4. Management agrees that in the event it plans to transfer a Steward from one GWA organizational division to work another, GWA shall inform the Union five (5) days prior to taking such action, except for transfers of Stewards for disciplinary, safety, sexual harassment actions, or for homeland security or regulatory compliance.

ARTICLE III

3. GRIEVANCE PROCEDURES

3.A. STATEMENT OF POLICY

It shall be the policy of the Guam Waterworks Authority to promote favorable relations between management and its employees by resolving complaints expeditiously; preventing similar complaints; assuring fair and equitable treatment of all employees; and promoting harmonious working relationships among all levels of employees.

These procedures outline the responsibilities and procedures to be followed by employees in the presentation of an informal or formal grievance. All levels of management shall carefully and promptly respond to an employee's grievance and shall be guided by these procedures.

3.B. APPLICABILITY

The regulations in this Chapter shall apply to all covered employees in the classified service.

3.C. DEFINITION

A **grievance** is any question or complaint filed by a covered employee alleging that there has been a misinterpretation, misapplication, or violation of this agreement, a personnel statute, rule, regulation, or written policy which directly affects the employee in the performance of his official duties; performance evaluation matters, or has received prejudicial, unfair, arbitrary, capricious treatment in his working conditions, or work relationships. The time frames provided in this chapter may be extended or shortened based on the mutual agreement of the parties involved.

3.D. COVERAGE

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to job classification, shift and job locations, assignments, hours worked, working facilities and conditions, policies for granting leave, promotional matter, and other related matters.

3.E. EXCLUSIONS

3.E.1. GENERAL EXCLUSIONS: The following actions are not covered by these grievance procedures:

- a. Disqualifications of an applicant
- b. Disqualification of an eligible
- c. Examination of ratings
- d. Removal during original probationary period
- e. Appeals from classification determinations
- f. Appeals from adverse personnel actions
- g. Allegations or complaints of discrimination
- h. Position description and job qualification minimum

3.E.2. EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION COMPLAINT: When an aggrieved employee submits a written allegation of discrimination on the grounds of race, color, religion, sex, national origin, marital status, age, disability, or political affiliation in connection with a matter which is subject to the government's grievance procedures, as well as the EEO discrimination complaint procedures, that allegation shall be processed under the EEO discrimination complaint procedures.

3.F. GENERAL GRIEVANCE PROCEDURES

3.F.1. FREEDOM FROM REPRISAL OR INTERFERENCE

An employee and his representative shall be free to use the grievance system without restraint, interference, coercion, discrimination, or reprisal.

3.F.2. An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his rights under this grievance system. To be fully effective, the spirit as well as the letter of this non-interference requirement must be enforced. It is not enough for an official to abstain from overt threats or interference. He should refrain from making any statement or taking any action which has the appearance of a threat, interference or intimidation.

3.F.3. EMPLOYEE'S STATUS DURING GRIEVANCE PROCEDURES

An employee's status during each procedural level shall be status quo.

3.F.4. RIGHT TO SEEK ADVICE: Employees may communicate with and seek advice from the following, however, not for the purpose of circumventing these grievance procedures:

- a. The GWA Personnel Office;
- b. An Equal Employment Opportunity Officer;

- c. GWA legal counsel;
- d. The supervisor or management official of higher rank than the employee's immediate supervisor; or
- e. The Union.

3.F.5. REPRESENTATION

- a. An employee has the right to present a grievance without representation.
- b. An employee has the right to present a grievance with representation.
 - i. An employee has the right to be accompanied, represented, and advised by a representative of his choice at any stage of the grievance proceedings.
 - ii. An employee may change his representative, but to do so, he must notify the General Manager within two (2) working days of the change in writing.
 - iii. A person chosen by the employee must be willing to represent him.

3.F.6. OFFICIAL TIME FOR PRESENTATION OF THE GRIEVANCE

- a. An employee must be given a reasonable amount of official time to present his grievance.
- b. An employee's representative, if he is an employee of the GWA must be given a reasonable amount of official time to present the grievance.
- c. Official time for the presentation does not include time relating to the investigation or preparation of a grievance, nor does it include travel time in excess of 45 minutes, travel expenses, per diem travel allowances or consultation with private attorney.

3.F.7. TERMINATION OF A GRIEVANCE

- a. An employee who has filed a grievance may terminate the grievance at any time by notifying the General Manager at any time in writing.
- b. Failure on the part of the employee to proceed to a higher step of the grievance procedure within the time period specified will automatically terminate the grievance.

3.F.8. MANAGEMENT'S RESPONSIBILITY FOR TIMELY ACTION AND SETTLEMENT AT THE LOWEST POSSIBLE LEVEL

- a. It shall be the responsibility of management to settle grievances fairly and promptly at the organizational level where the grievance was brought to their attention by the employee.
- b. Failure by management to render a decision to the employee within the allotted time automatically allows the employee to proceed to the next step of the grievance procedures.

3.G. STEP 1 - INFORMAL GRIEVANCE PROCEDURES

3.G.1. MANAGEMENT RESPONSIBILITY

An employee's grievance may, or may not be objectively justified. What is important is that the grievance is real to the employee. When the grievance is well-founded, management has both a duty and a need to eliminate the cause. When the grievance is not well-founded, it is equally important to reach an understanding based on the full facts. Therefore, the informal procedure should assure consideration of every employee's grievance with a degree of promptness, understanding, fairness, and competence, which convinces the employee that he has been treated fairly. The employee may present his grievance under the informal procedures, either orally or in writing, and he should not be prevented from submitting a written explanation if he desires.

3.G.2. SUPERVISOR'S RESPONSIBILITY

- a. Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and expeditious means of developing and enhancing favorable and effective working relationships.
- b. Each employee has the right to present matters to his supervisor and each supervisor has the obligation to act promptly and fairly upon them, seeking the advice and assistance of others when necessary.

3.G.3. EMPLOYEE'S RESPONSIBILITY

- a. Each employee is expected to make a concerted effort to achieve informal settlement of his grievance.
- b. Tolling Period - In counting the number of days for each step, if the last day of the period falls on a weekend or legal holiday, the filing time or receipt time falls on the next working day.

3.G.4. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1

3.G.4.a. INITIATION BY EMPLOYEE

In keeping with the personal nature of matters covered by grievance procedures, grievances can be initiated only by employees, they may not be initiated by employee organizations. Employee organizations may be permitted to present a grievance on behalf of an employee, or a group of employees when requested to do so by the employee or employees.

3.G.4.b. TIME LIMIT

- a. An employee may present a grievance to his supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.
- b. Grievances must be presented within 15 work days of that action or occurrence, unless the condition is continuing.
- c. The immediate supervisor shall render a decision within 10 work days of the presentation of the grievance. However, this period is tolled during the pendency of any declared emergency related to natural disasters.

3.G.4.c. FORM OF THE GRIEVANCE

An employee may present a grievance under the informal procedure either orally or in writing. Employee must state that he or she is grieving.

3.G.4.d. NON-REJECTION PROVISION

A grievance may not be rejected in the informal procedure for any reason. If the grievance consists of a matter not covered under the grievance system, the employee should be so advised, but he must be allowed to submit his grievance under the formal procedures if he insists.

3.G.4.e. MANDATORY USE OF THE INFORMAL PROCEDURE

An employee must complete the informal procedure before Management may accept from him a grievance concerning the same matter under the formal procedure.

3.G.4.f. FAILURE TO RESPOND

In the event that a Supervisor fails to answer or respond to an informal grievance within ten work days after such informal grievance is presented to him or her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance. At no time shall a grievance be remanded back to a lower level due to a failure by a management official to respond to the employee's grievance.

3.H. STEP 2 - FORMAL GRIEVANCE PROCEDURES - NEXT ADMINISTRATIVE LEVEL

3.H.1. PRESENTATION OF THE GRIEVANCE - STEP 2

3.H.1.a. An employee is entitled to present a grievance under the formal procedure if:

- a. He or she has completed the informal procedures; and
- b. The Employee believes that grievance is not satisfactorily resolved at the informal level; or
- c. The immediate supervisor failed to render a decision as specified in step 1, item 3.G.4.b within 10 work days of the presentation of the grievance at the informal level.

3.H.1.b. The grievance presented in Step 2 must:

- a. Be in writing on the prescribed form (*see Appendix A*);
- b. Contain sufficient detail to identify and clarify the basis for the grievance;
- c. Specify the specific relief requested by the employee; and
- d. Be submitted to the official who is the next higher supervisor than the immediate supervisor within five (5) work days after the receipt of the answer in Step 1, or after the answer was due.

3.H.2. RESPONSIBILITY OF NEXT HIGHER SUPERVISOR

3.H.2.a. The next higher supervisor must determine whether the grievance was timely, is covered by the grievance procedure and has been processed through the informal procedure.

3.H.2.b. The next higher supervisor shall make a positive attempt to resolve the grievance. He shall render a decision, in writing, to the employee as specified in item 3.H.1.b.

3.I. STEP 3 - FORMAL GRIEVANCE PROCEDURES – GENERAL MANAGER

3.I.1. PRESENTATION OF THE GRIEVANCE - STEP 3

An employee is entitled to present a grievance to the General Manager under Step 3, if:

3.I.1.a. He or she has completed Step 2 of the procedures; and,

3.I.1.b. The Employee believes the grievance is not satisfactorily resolved at the Step 2 level; and,

3.I.1.c. He or she has specified the personal relief sought; and

3.I.1.d. He or she has submitted the entire grievance record to the General Manager within ten (10) work days after receipt of the answer in Step 2, or after the answer was due.

3.I.2. THE GENERAL MANAGER'S WRITTEN DECISION

The General Manager shall render a written decision to the employee within fifteen (15) work days after the General Manager is presented with the employee's grievance. The General Manager's written decision shall include:

3.I.2.a. Whether-or-not the grievance has been granted or denied and, the grounds for the decision.

3.I.2.b. Remedy or relief provided (if appropriate).

3.I.2.c. Any other pertinent facts.

3.J. STEP 4 - APPEAL TO THE CIVIL SERVICE COMMISSION

3.J.1. PRESENTATION OF THE GRIEVANCE - STEP 4

3.J.1.a. An employee is entitled to present a grievance appeal under Step 4, if:

i. He has completed Step 3 of these procedures;

ii. The Employee believes the grievance is not satisfactorily resolved at the Step 3 level; or

iii. The General Manager failed to render a decision within fifteen (15) working days of the submission of the complete grievance, in writing, at the Step 3 level;

3.J.1.b. The grievance presented in Step 4, must:

i. Be in writing;

ii. Contain sufficient details to identify and clarify the basis of the grievance;

iii. Include complete copies of the grievance forms submitted in Steps 2 and 3;

iv. Specify the personal relief requested by the employee;

- v. Be submitted to the Civil Service Commission within ten (10) work days after receipt of the answer in Step 3, or after the answer was due; and
- vi. Contain complete information of Employee and Representative (if appropriate).

ARTICLE IV

4. TRANSFERS AND DETAIL ASSIGNMENTS

4.A. VOLUNTARY TEMPORARY TRANSFERS:

4.A.1. When management identifies a temporary need for an employee in another position classification for a period of time longer than 90 days but less than one (1) year, and for which they are qualified, an employee may be transferred to that position with the employee's consent. The Employee shall retain all vested classified rights. The Employee shall be paid at the salary of the new position classification not to exceed two steps up from their salary step at the time of the transfer. Under no circumstances shall an employee be paid a lower rate due to a temporary transfer.

4.A.2. Increments shall not be affected during a voluntary temporary transfer.

4.A.3. No employee shall be eligible for any other voluntary temporary transfer within five years following the date that any prior voluntary temporary transfer was concluded.

4.B. VOLUNTARY DEMOTIONS

Demotions may be made when the employee meets the minimum qualification requirements of the position to which he seeks movement. Such demotion shall require the prior approval of the General Manager and the written consent of the employee.

4.C. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION

The reduction shall be to the salary in the new pay grade closest to, but not more than, the employee's salary at the time of demotion.

4.D. DETAIL ASSIGNMENTS

4.D.1. A detail is the temporary assignment to meet management needs of an employee to another position or to a group of specific duties and responsibilities for a specified period not to exceed ninety (90) days with the employee returning to his regular duties at the end of the detail.

4.D.2. Details shall be made only for meeting temporary needs of a division, department, or section programs including but not limited to the following:

- a. emergency details - to meet emergencies occasioned by abnormal workload, change in the organization or unanticipated absences; or
- b. pending description and formal classification for a new position; or
- c. to replace an incumbent who is undergoing training and to replace any employee who is unavailable for work for any reason including filling vacancies on a temporary basis.

4.D.3. All details in excess of 30 calendar days must be documented.

4.D.4. An employee may be detailed while serving a probationary period provided however that no employee may be terminated for performance related matters to the detail, including lack of training.

4.D.5. Temporarily assignments and details shall conform to applicable statutes on the subject.

4.D.6. An employee in an unclassified position, or an individual employed under a contract shall not be detailed to a position in the classified service.

4.D.7. Nothing in this regulation is intended to infringe on management's prerogatives in day-to-day operational activities which may occasionally require that an employee be assigned, for brief periods up to 90 calendar days, work normally performed by another employee.

4.D.8. Employees serving on a detail in a position having a higher pay grade than his regular position shall receive the pay grade assigned to that position at the employee's current step.

4.D.9. Employees serving a detail in a position having a lower pay grade shall not have their pay adjusted to the lower pay. An Employee whom has filed a complaint or grievance of any sort against the agency or its management may be detailed or temporarily reassigned with written justification therefore.

ARTICLE V

5. HOURS OF WORK, OVERTIME AND PREMIUM PAY

5.A. STATEMENT OF POLICY

This chapter sets forth the standard for hours of work, wages, overtime compensation, compensating time-off in lieu of overtime pay, observance of holidays and a system under which the pay of certain employees shall be adjusted for certain hours, days or conditions of work. These provisions shall be in addition to the Fair Labor Standards Act (FLSA).

5.B. GENERAL PROVISIONS

The following provisions shall apply to all employees covered under this agreement:

5.B.1. The basic workweek is 40 hours. Alternatively, a workweek is a regularly recurring period of 168 consecutive hours – seven consecutive 24 hour periods. The workweek need not coincide with the calendar week. It 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.

5.B.2. An employee'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. A work week shall not be less than 40 hours unless a bonafide financial need is declared by law, GWA governing board or General Manager.

5.B.3. A full-time employee shall be allowed a 15 minute break period in the first half and second half of the work day.

5.B.4. Full-time employees shall be allowed a minimum of 30 minutes and up to a one hour meal period during each work day.

5.B.5. Normally the schedule of workweek for shift workers shall be prepared and prominently posted at least two weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one week and may not be changed, except for good cause. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.

5.B.6. The General Manager may permit flexible work schedules as may be appropriate.

5.C. HOURS WORKED

All times during which an employee is required by the Supervisor of higher authority to be at work, is considered as hours worked, except for meals or other periods when he is released from duty, or for any such time that an employee is engaged in personal business. Hours worked does not include "*Happy Labor*" (work performed voluntarily and without expectation of compensation).

5.D. HOURLY RATE OF PAY

5.D.1. OVERTIME

5.D.1.a COVERAGE

- i. Upon the occurrence of overtime work, covered classified employees shall be entitled to receive overtime compensation calculated at the rate of 1 and ½ times the regular rate of pay for each hour or portion of the hour of overtime worked.
- ii. In determining the number of hours worked by an employee within a given workweek or work period, time spent off on annual, administrative (except for training), sick, compensatory time-off, other leave (with or without pay), or holidays will not be counted as time worked. Such time off with pay shall be included in straight time pay, but it is not included in computing whether a covered employee has worked in excess of 8 hours in a day or 40 straight time hours in a workweek.
- iii. Any fraction of an hour of overtime worked shall be converted to the nearest 30 minutes.
- iv. Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

5.D.1.b. OCCURRENCE OF OVERTIME WORK

- i. Overtime work may be authorized by the Supervisor in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.
- ii. It shall be the responsibility of the Supervisor to determine that the provisions of overtime pay are administered in the best interest of GWA services. Recognizing that the Supervisor is responsible for the manner in which overtime work is authorized, it is

especially important to control unauthorized overtime.

iii. Each Supervisor is responsible for internal controls which will provide a means of reviewing and evaluating the use of overtime.

iv. Overtime work will occur when an employee renders service in excess of 40 hours per workweek.

5.D.1.c. COMPENSATION FOR OVERTIME WORK

i. Payment for overtime work shall be made no later than two pay periods after the overtime work is performed.

ii. Overtime compensation shall be at the rate of 1 and ½ times the regular rate of pay for each hour, or 30 minute portion of the hour of overtime worked.

iii. An employee who is subject to the maximum 120 hours of compensatory time under this agreement shall be paid cash wages of time and one-half the regular rate of pay for overtime hours in excess of this maximum.

iv. The requirement that overtime must be paid after 40 hours a week may not be waived by an agreement between management and the employee, except as provided in this agreement.

v. Employees who work during emergency periods as declared by the Governor of Guam shall be compensated pursuant to the law.

5.E. COMPENSATORY TIME OFF (CTO) IN LIEU OF OVERTIME PAY

5.E.1. In the absence of any funds for overtime compensation, compensatory time off shall be granted in lieu of overtime pay. A record of this agreement must be kept with the GWA Payroll Office. Employees shall submit a leave-form requesting CTO.

5.E.2. The number of hours of overtime work shall be converted to compensatory time credit at the rate of 1 and ½ hours for each hour of overtime work, or portion of the hour.

5.E.3. Employees may accrue not more than 120 hours of compensatory time.

5.E.4. Any additional overtime work performed by employees, who have already accumulated the maximum 120 hours of compensatory time shall be compensated not later than two pay periods following the period during which the overtime was worked.

5.E.5. When sickness lasting one or more days occurs during a scheduled compensatory time off, and the employee substantiates such to the satisfaction of the Supervisor, the employee shall be charged sick leave and permitted to reschedule his compensatory time off. Application for such substitution of sick leave for compensatory time off shall be made within three work days upon return to duty, and shall be in conformance with the requirements for using sick leave.

5.E.6. An employee who has requested the use of compensatory time off shall be permitted to use such time, within a reasonable period after making the request, if the use of the compensatory time does not unduly disrupt the operations of GWA.

5.E.7. An employee on compensatory time off shall be deemed to be on official leave with pay status.

5.E.8. The Supervisor may require an employee to use any accumulated compensatory time off.

5.F. CONVERSION OF COMPENSATORY TIME OFF TO CASH

5.F.1. The employee may request in writing that accrued CTO be converted cash payment. All such requests are subject to the approval of the General Manager and if approved shall be paid at the rate at which it was earned. Such requests shall not be unreasonably denied.

5.F.2. At the time of separation, the employee shall be paid in cash for all unused compensatory time credit earned at the rate at which it was earned.

5.G. HOLIDAY PAY

Employees who are required, because of an emergency or other reasons, to work on holidays shall be paid at a rate equivalent to double their hourly rate of pay exclusive of any additional pay, except as otherwise provided by statute. For purposes of these rules, holidays are declared to be those identified in local statute.

5.H. NIGHT DIFFERENTIAL PAY

Work performed between the hours of 6:00 p.m. and 6:00 a.m. shall be compensated as follows:

Any employee who works between the hours of 6:00 p.m. to 6:00 a.m. shall 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., except as otherwise provided by statute.

5.I SALARY INCREMENTS (Non - CTP)

5.I.1. Salary increment increases shall be granted to covered Employees whose services are rated satisfactory or above for the rating period.

5.I.2. Salary increment increase up to step 7 is on an annual basis from date of hire or from the date of a promotion, when the employee has successfully completed their new probationary period following promotion, when the employee has successfully completed their new probationary period following promotion.

5.I.3. Salary increment increase from Steps 7 to 10 is granted eighteen (18) months from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.4. Salary increment increase from Steps 10 to 20 is granted every two (2) years from date of hire or from the date of a promotion when the employee has successfully completed their new probationary period following promotion.

5.I.5. Should an employee separate in good standing, return under the provisions of re-employment, the employee shall be credited for the time served prior to separation for the purpose of granting salary increment, provided that the employee has had a review period of at least 90 days following his return.

5.I.6. Personnel actions for salary increment shall be processed in a timely manner. A reasonable standard shall apply in determining timeliness.

5.J. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with his work assignments and duly scheduled hours of his government employment. All outside employment requests must be in writing and must be approved in advance by the GWA General Manager and such requests for outside employment shall be made at least once annually.

5.K. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay differential which involves exposure to hazardous conditions.

5.K.1. Employees shall not to be compelled to Work in Unsafe Conditions. Following the determination of an unsafe working condition by GWA's Safety and Compliance Officer, no employee may be compelled or in any way coerced to work in an unsafe working condition. An extremely unsafe condition is one that threatens immediate and unavoidable physical harm. The determination of GWA's Safety and Compliance Officer shall be in the form of a written report which covers the location of the extremely unsafe condition, a description of the nature of the extremely unsafe condition, the length of time the condition is estimated to exist along with a recommendation on how the extremely unsafe condition will be alleviated and/or fixed. The report shall be immediately delivered to the General Manager when completed. The GWA Safety and Compliance Manager shall treat any report of an extremely unsafe working condition as their top priority.

Refusal to work in an unsafe working condition after a reporting of an unsafe working condition shall not be considered in evaluating job performance or be considered as a factor in the promotion or demotion or adverse action of said employee.

GWA shall take reasonable steps based on GWA's budget, capital plan and regulatory needs, Guam laws, emergency declarations, existing circumstances and income to eliminate or reduce hazardous working conditions in order to assure every employee of GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

5.K.2. Hazardous Duty Pay. Hazardous duty pay as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP employees) may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of 15 minutes for each assigned hazardous duty that is not

included within their job duties or pay structure. All hazardous pay requests shall comply with GWA's Hazardous Pay Policy.

ARTICLE VI

6. PERFORMANCE EVALUATIONS

6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system for the fair and objective appraisal of work performance of employees. The performance evaluation system may be used to:

1. Analyze/improve individual performance.
2. Strengthen supervisor/employee relationships.
3. Recognize employee accomplishments and good work.
4. Identify job standards.
5. Identify training need.
6. Grant or deny pay increments.
7. Determine order of layoffs.
8. Determine eligibility for promotion.

6.B. PERFORMANCE EVALUATION RECORDS

6.B. 1. A copy of the performance evaluation report shall be transmitted to the General Manager 30 days prior to the anniversary date. Upon receipt of the performance evaluation report and recommendations, the General Manager shall effect the appropriate personnel action in accordance with the recommendation of the Supervisor and it shall contain the Supervisor's comments and recommendations. The General Manager may adopt the recommendations or make his own as long as it is justified. The GWA General Manager shall provide written justification upon request.

6.B.2 Records of the performance evaluation report shall be filed in the employee's personnel file.

6.C. RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

The General Manager shall approve all performance ratings made within GWA. He shall insure that performance evaluations and reports are completed and submitted on a timely basis. The employee shall sign the performance report; the signature of the employee does not imply agreement but only indicates that the report has been seen. In the event that the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the performance evaluation form.

6.D. SUPERVISOR'S RESPONSIBILITY FOR PERFORMANCE EVALUATIONS

6.D.1. The performance standards shall be developed and the performance rating shall be completed by the supervisor immediately responsible for the employee's work with input from

the employee (the level of input to be determined by the Supervisor). The rater should be the individual who oversees reviews and checks the daily work performance of the employee being rated, or is the supervisor who is most closely acquainted with the employee's daily work performance. The supervisor shall also be responsible for the timely preparation and submission of performance reports for all employees under his supervision. The employee's supervisor must have supervised the employee for at least 90 days to render a fair evaluation. Before a supervisor retires, resigns, or transfers, he shall render an evaluation for the assigned employees before leaving the division/section or GWA.

6.D.2. For employees on temporary assignments due to work injury, disability (light duty), etc. for 120 days or more, the supervisor may establish additional performance standards to reflect current duties. A composite rating for the temporary assignment and permanent position may be made.

6.E. THE PERFORMANCE EVALUATION FORM

Performance evaluations shall be accomplished on a form prescribed by the General Manager consistent with the performance evaluation system in effect. The performance evaluation forms shall be filed in the employee's personnel file.

6.F. SALARY INCREMENTS - PERMANENT EMPLOYEES

Every covered employee shall be entitled to not less than a one step salary increment for satisfactory or better performance aside from CTPs covered under this agreement who shall receive salary increments in accordance with law.

6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this agreement.

ARTICLE VII

7. LEAVE

7.A ANNUAL LEAVE

7.A.1. REQUEST FOR ANNUAL LEAVE

Requests for annual leave shall be submitted to the appropriate supervisor by the employee, at least 48 hours in advance, for leaves in excess of 40 consecutive hours; and 24 hours in advance for leaves less than 40 hours, in order to avoid unnecessary disruption of work. Reasonable consideration shall be afforded for emergency situations.

7.A.2. MINIMUM CHARGE FOR ANNUAL LEAVE

Annual leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.A.3. ACCRUAL OF ANNUAL LEAVE

Accrual of Annual Leave shall be computed pursuant to Guam Law.

7.A.4. LUMP SUM PAYMENT FOR ANNUAL LEAVE UPON SEPARATION OR TRANSFER

When an employee is separated from the GWA service, he shall be given a lump sum payment for any accrued and unused annual leave as of the date of separation.

7.A.5. LIBERAL CONSIDERATION OF ANNUAL LEAVE REQUESTS UPON BIRTH OR ADOPTION OF A CHILD

Employees may, upon the birth or adoption of a child, submit a request on the appropriate leave form for annual leave for the purposes of assisting or caring for the child. Such requests should be liberally considered by supervisors and for other leaves set forth in the Family and Medical Leave Act (FMLA) in addition to maternity and paternity leave, for a maximum of six (6) months.

7.A.6. ADVANCE LUMP SUM PAYMENT FOR ANNUAL LEAVE

In accordance with Section 4111, Chapter 4 of Title 4 of the Guam Code Annotated, an employee may, prior to taking authorized annual vacation leave, receive a lump sum payment in advance for the period of leave authorized. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

7. B. SICK LEAVE

7.B.1. PURPOSE AND ELIGIBILITY

7.B.1.a. Sick leave shall be allowed to an employee when the employee:

- i. receives medical, dental or optical examination or treatment or any mental health examination, counseling or treatment;
- ii. 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 presence at his duty assignment because of exposure to a contagious disease; or
- iii. Is compelled to be absent from duty to provide health care for a member of the employee's immediate family as a result of an illness or injury.

7.B.1.b. Sick leave with pay shall 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 certificate issued by a licensed physician.

7.B.2. NOTIFICATION OF SICKNESS

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or, if impractical, as soon thereafter as circumstances permit.

7.B.3. SICK LEAVE

Sick leave shall be granted in accordance with statute and this agreement.

7.B.4. SICK LEAVE CHARGED ONLY FOR WORKING HOURS

An employee shall be charged for sickness for only those hours for which he was, or would have been scheduled to work.

7.B.5. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued pursuant to Guam Law.

7.B.6. MINIMUM CHARGE FOR SICK LEAVE

Sick leave requests shall be made and such requests shall only be granted in increments of whole hours.

7.B.7. ACCUMULATION AND CARRY OVER OF SICK LEAVE

Unused sick leave may be accumulated and carried over to succeeding leave years without limitation.

7.B.8. ADVANCE OF SICK LEAVE

a. An employee, who has suffered a serious illness or ailment and has exhausted his sick leave and who intends to return to work, may submit a written request, for advance of sick leave, to the General Manager. Each request for advance of sick leave must be accompanied by a certification by the employee's physician. An advance of sick leave may not exceed 13 days, and shall be subject to approval by the General Manager.

b. If the employee is medically certified as being unable to return to work after all accrued and/or advanced sick leave credits have been used, the employee shall be allowed to use any accrued compensatory or annual leave credits before being placed on leave without pay or FMLA leave.

7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION

a. An employee who is absent in excess of three consecutive days because of illness, injury, quarantine, or to provide health care for a member of the employee's immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.

b. Supervisor may require certification for other periods of illness when there is adequate proof of abuse of sick leave or when suspicious patterns of leave develop. Supervisors shall notify the affected employee in advance that medical certification will be required for such other periods.

c. If the certification required is not furnished, all absences which would have been covered by such certification shall be indicated on the payroll as leave of absence without pay and the employee may be subject to disciplinary action.

d. If the medical certification furnished by the employee is not acceptable to the General Manager, he may require the employee to submit to an independent medical examination which shall be paid for by GWA.

e. Based on the medical certification, the General Manager:

- i. May disapprove further use of sick leave if the employee is medically evaluated as fit for work.
- ii. Shall allow the employee to use accrued sick leave if GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his accrued sick leave the provisions of these Rules shall apply.

7.C. ON-THE-JOB INJURY

It is the policy of GWA and the Union that employees are provided with as safe working conditions as is practicable. However, in the event that an employee incurs a job-related injury, the following procedures shall apply.

7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability due to a job related injury that is substantiated by medical report(s). A maximum of 45 calendar days per injury is allowed. The 45 calendar days begin the day following the injury.

7.E. JURY DUTY

7.E.1. An employee, who is called for jury duty in any court in the Island of Guam, shall 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 employee's normal work day.

7.E.2. An employee called for jury duty is required to show the Jury Duty Call Notification to his supervisor.

7.E.3. Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GWA, in accordance with Section 6505, Chapter 6, Title 4 of the Guam Code Annotated. An employee may elect to request for annual leave for the purpose of jury duty service, in which case the employee may keep the compensation earned for such jury duty.

7.F. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS

7.F.1. Administrative leave, unless required to work, shall be granted to employees when natural disasters or other emergency conditions create unsafe working conditions.

7.F.2. Excused absence, for natural disaster or other emergency conditions, may be granted only when there has been an official proclamation of the hazardous conditions from the CCU, GWA General Manager, or the Governor of Guam.

7.F.3. When Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.

7.F.4. Except for those employees determined by the General Manager to be necessary for

providing essential services, employees shall be released from duty with pay, without charge to leave, for the period the facility is closed.

7.F.5. Employees who are on annual or sick leave status when an emergency condition is declared and are not required to report to duty, shall be considered as released from duty with pay without charge to leave for the period the work facility is closed.

7.G. ABSENCE PENDING FORMAL INVESTIGATION

An employee, who is under formal investigation for misconduct, or violation of a rule or statute, may be placed on excused absence from duty without charge to leave, when the employee's absence from the work location is essential to the investigation.

7.H. BEREAVEMENT LEAVE

A. An employee, upon request, shall be granted two days of excused absence with pay, and without charge to leave upon the death of any member of the employee's immediate family.

7.I. PATERNITY LEAVE

A. Paternity leave shall be granted to a male employee occupying a permanent position upon the birth of a child, or children by his wife, including common-law.

B. Paternity leave shall not exceed 20 days of paid leave and must encompass the date of childbirth.

7.J. MATERNITY LEAVE

7.J.1. Pregnant employees are responsible for notifying their supervisor, in advance, of their intention to request leave for maternity purposes including the type of leave, approximate dates and anticipated date of return to duty, to allow the agency time to prepare for any staffing adjustments which may be necessary. The supervisor is responsible for providing gainful employment and making use of the employee's skills for as long as the employee is not incapacitated for duty.

7.J. 2. Sick leave shall be made available during pregnancy to cover for physical examinations and periods of incapacitation based on certification by the employee's physician. An employee may request for annual or sick leave, or leave without pay (in addition to the authorized maternity leave) to provide for a reasonable period of adjustment, or to make arrangements for the care of the child.

7.J. 3. An employee who wishes to return to work following delivery shall be assured continued employment in her position or a position of like seniority, status and pay upon presentation of her personal physician's certification of fitness for duty.

7.J. 4. The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.

7. J.5. GRANTING OF MATERNITY LEAVE

a. Maternity leave shall be granted to a female employee occupying a permanent position who is absent from work as a result of childbirth. Such maternity leave shall not exceed 20 days encompassing the date of childbirth. Any additional leave taken for such childbirth purpose, may be charged against accumulated sick leave, or may be unpaid leave, at the option of the employee.

b. Total leave, whether maternity, sick or unpaid leave, shall not exceed twenty days without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

7.K. PARENTAL INVOLVEMENT INITIATIVE LEAVE

7.K.1. An employee of the Government of Guam, who is a parent or legal guardian and who is not otherwise prohibited from such contact with his child by order of a court, may use up to four (4) hours every two (2) pay periods to meet with a teacher or other school official concerning the employee's child's performance or behavior or to volunteer parental-involvement time at his child's school.

7.K.2. The four (4) hours every two (2) pay periods may be utilized at the arrangement of the employee with the employee's supervisor, and may be split into smaller separate segments over the two (2) pay period time frame.

7.K.3. An employee requesting such leave shall submit a request to his supervisor in advanced, and is required to obtain from his child's teacher or school official a signed certification that the employee has visited the school for an official conference or function. Such requests may be denied for good cause.

7.L. LEAVE WITHOUT PAY

7.L.1. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he would be paid. Employees 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. Such request may be denied for good cause. All LWOP requests must be approved by the GWA G.M.

7.L.2. When an employee is on leave without pay status, accrual of sick, annual or retirement credit is not allowed.

ARTICLE VIII

8. EMPLOYEES WITH DISABILITIES

8.A. PLACEMENT OF EMPLOYEES WHO BECOME MEDICALLY NON-QUALIFIED

8.A.1. The provisions of this section shall apply to permanent employees who become medically non-qualified and to original probationary employees with a service connected disability.

8.A.2. It is the responsibility of GWA to assure, to the extent possible, the continued employment of employees who become disabled as a result of an injury, accident or illness that is not a result of misconduct, or who are found to be medically non-qualified for their present position, but who are medically qualified for other types of positions within GWA.

8.A.3. The employee shall be examined at the expense of GWA by a government or private physician or physicians, in such field or fields of medicine and/or psychiatry as may be applicable to evaluate the employee's qualifications for his present position, or assess his current physical and emotional capacities and/or evaluate his qualifications for a vacancy for which he is being considered under the provisions of this section.

8.A.4. Employees affected by this rule shall be considered for those vacancies for which they qualify.

8.A.5. In the placement of employees with a disability, the following should be taken into account:

- a. The ability of the employee to safely perform the duties of the position without undue interruption to the work program and/or undue hardship on the operations of the program.
- b. The ability of the employee to absorb any required training or retraining.
- c. The mutual interest of both GWA and the employee.
- d. If demotion is involved, whether or not initiated by the employee, he shall be compensated in accordance with GWA Personnel Rule and Regulation.

8.B. PLACEMENT OF EMPLOYEES WITH DISABILITIES

8.B.1. After medical, physical, or psychological reevaluation, an employee who is no longer qualified to perform the duties of his position satisfactorily within a stated reasonable period of time and in spite of reasonable accommodations due to a permanent medical physical or mental incapacity, the General Manager shall take the following action:

- a. Transfer and re-assign the employee to an equivalent position elsewhere in GWA;
- b. Promote the employee; or
- c. Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent position is available.

8.B.2. If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other Government of Guam departments and agencies. If an appropriate vacancy is found, the receiving department or agency may process the appropriate action to employ the employee who is medically disabled consistent with personnel rules of that department or agency and provisions of the ADA.

8.C. REASONABLE ACCOMMODATION

Every effort shall be made by the General Manager to provide reasonable accommodations to assure continued employment.

8.D. TERMINATION OF EMPLOYMENT

The General Manager shall terminate the employment of the employee:

8.D.1. If no suitable placement can be made or if the employee refuses placement in a suitable position.

8.D.2. If the employee refuses retirement.

8.D.3. If the General Manager has evidence that the employee is permanently disabled from performing the job, or will be disabled for a long time that termination is necessary in light of demonstrated business realities. Such termination action shall be consistent with Adverse Action Procedures.

ARTICLE IX

9. MISCELLANEOUS PROVISIONS

9. A. RESIGNATION PENDING ADVERSE ACTION

An employee who resigns after receipt of a notice of proposed adverse action is deemed to have resigned voluntarily. No record of the proposed adverse action shall be kept by the agency.

9.B. SAFETY STANDARDS

The minimum safety standards shall be those established in the Occupational Safety and Health Code (Chapter 87, Title 10 of the Guam Code Annotated) and administered by the Division of Occupational Safety and Health, Department of Labor.

9.C. DRUG FREE WORK PLACE

It is the rule of the GWA to prohibit the manufacture, distribution, dispensation, possession or use of a controlled substance on or off the workplace. Any employee who violates this rule will be subject to disciplinary action.

Note: Refer to Drug Free manual on the Implementation Procedures of the Drug-Free Workplace Program Policy adopted by the GWA.

9.D. PERSONNEL FILE

9.D.1. Derogatory Material: GWA shall notify the employee if derogatory or confidential material is placed in his file.

9.D.2. Right to Respond: The employee shall have the right to submit a response to derogatory material or statements. Such response shall be attached to and filed with the material or statement in the employee's official personnel file. No anonymous reports shall be filed in the employee's personnel file.

9.D.3. Employee's Right to Access File

Besides the right to inspect his personnel file and the right to an opportunity to respond to derogatory material in his file, as delineated above, each employee shall have the following rights regarding his personnel file:

- a. No material in the file may be made confidential as to the employee; he must have the opportunity to know its contents.
- b. In the event the employee disagrees with or considers any documented information or material untrue, he may resort to the grievance procedures;
- c. The employee shall have the right to duplicate any material in his file including employment application forms, police clearance, TB clearance, High School/College Diploma and/or Transcripts, etc.
- d. The employee shall have the right to submit to the Personnel Office for his personnel file any material of merit which is relevant to his performance within the GWA.
- e. GWA may reject any material that is irrelevant or inappropriate that is submitted under item #4.

9.D.4. Duration of Disciplinary Action

Memorandum of Concern, Warning, Counseling, or Reprimand against an employee will be kept in the employee's personnel record.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.A. SEVERABILITY

In the event that any portion of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction, all other items, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties thereto.

10.B. SAVINGS

10.B.1 Grievances initiated under this Agreement (or as extended) and pending on the execution hereof beyond the life of this Agreement are saved and may be prosecuted by the aggrieved party as though the Agreement is still in force.

10.B.2 Leave entitlement and balances are not affected by expiration of the Agreement

10.C. NEGOTIATIONS

10.C.1 If either party desires to modify any or all parts of this Agreement for a successive term that party may give written notice of the same to the other party at any time. A jointly developed schedule for negotiations shall be completed and negotiations shall commence not later than 60 days thereafter.

10.C.2 Upon the request of either party, the other shall 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.C.3 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 Board and the Union.

10.C.4 When tentative agreements have been negotiated on all matters submitted by the parties, the Agreement shall be reduced to writing and presented to the Union for ratification. The Union shall have fifteen (15) days in which to present a written report to the Board of their action. Following such ratification, the Agreement shall be subject to ratification by the Board that shall take place within fifteen (15) days of the date the Union notifies the Board of ratification. The Agreement shall then be forwarded to the Attorney General and the Governor.

10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and the Board retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of the Agreement to its dues paying members. The Board agrees that it shall be responsible for printing and distribution of this Agreement for the managers of the GWA. Copies of the Agreement shall be posted on both the Waterworks Authority's and the Unions web site. Both the Union and Board may make printed copies of the Agreement available for purchase to all others.

10.E. EFFECTIVE DATES OF AGREEMENT, TERM AND AMENDMENTS.

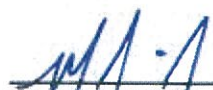
10.E.1 This Agreement may be amended in whole or in part as specified in Section 10.C. (subject to GWA board approval and other approvals required to be obtained by the Union). Both parties agree to review and negotiate any request in good faith.

10.E.2 This contract shall be effective on the date the last signature is affixed hereto. The contract shall be for a period of one year term subject to annual renewal upon the mutual written consent of the parties.

In Witness Whereof, the parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:


Approved by GWA:

Ratified for the Union:



Mark G. Miller
Interim General Manager

4/23/2015
Date



Daniel Del Priore
Chief Negotiator

23 March 2015
Date

CCU Chairperson

Date

Timothy Fedenko, President

Date

EXHIBIT B



GFT, AFT Local 1581
Together We Win!

Timothy Fedenko, President
Corazon Mucho, Secretary

Sanjay Sharma, Vice President
James Lujan, Treasurer

March 15, 2016

Samuel Taylor
Legal Counsel
Guam WaterWorks Authority
P.O. Box 3010
Hagåtña, Guam 96932

Hafa Adai Mr. Taylor,

I am forwarding the original of the Declarations confirming the Ratification Vote and the Executive Council Vote; both approving the GWA-GFT MOU; pertaining to the GWA-GFT CBA.

Please coordinate with the GWA GM and the CCU Chairman to have these placed on the Working Session Agenda for tomorrow; as well as for the CCU Public Meeting Agenda on March 22nd, 2016.

If you or the GM or Chairman have any questions or concerns, please let me know at their earliest convenience, and I shall respond immediately.

Sincerely,

Daniel Del Priore
Daniel Del Priore
Chief Negotiator

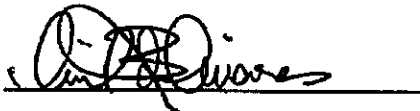
Cc: GWA GM/CCU Chairman

DECLARATION OF IRISH OLIVARES

I, Irish Olivares due hereby state and affirm that I am The Organizer for the Guam Federation of Teachers, and in that capacity I have coordinated the arrangements for the Ratification Vote of the GFT-GWA Memorandum Of Understanding, and to accomplish this I have carried-out or caused to be carried-out the following:

- A) A copy of the MOU was provided to all of the GFT Members who are employed by GWA; as well as a written Notice of the Day, Time and Places for the Ratification Vote to take place.
- B) A phone bank was conducted by the GFT the day before the Ratification Vote and the day of the vote to also reach-out and remind Members of the Voting Day, Time and Places.
- C) All of the identified Voting Places, on March 11th 2016, were properly manned and voting available to take place at all of the locations and at the times specified in the Notice provided the Members.
- D) The First Voter at each location witnessed the applicable Ballot Box was empty, and that the Pad-Lock for the Ballot Box was secured, and the Members proceeded to vote.
- E) At the conclusion of the voting, the Ballot Boxes were returned to the GFT Office; where they were unlocked and opened one-by-one, and the counting of the ballots was conducted by a GFT Election Committee Member and witnessed by two GFT Staff Members.
- F) The Ratification Voting was unanimously in favor of Ratification of the MOU.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge. Dated this 11th Day of March 2016.



Irish Olivares, Organizer

AFT Local 1581 (GFT)

AFL-CIO

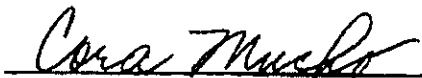
DECLARATION OF CORA MUCHO

I, Cora Mucho, do hereby state and affirm that I am the elected Secretary of the Guam Federation of Teachers, and in that capacity I attended and took the Minutes for the Monday March 14th Meeting of the GFT Executive Council, the governing body for the GFT. The said Meeting was held at the GFT's Offices in Mangilao, Guam. The Meeting of the Executive Council was duly called to order, and a quorum was properly identified as being present for the meeting. The Meeting Agenda included consideration of the Executive Council's approval of the Memorandum of Understanding; as pertained to the GFT-GWA Collective Bargaining Agreement; noting the MOU'S ratification by the Members in the ratification vote held on March 10th, 2016. In consideration also was authorization for the signing of the Memorandum of Understanding by the GFT President Timothy Fedenko; memorializing the Member's ratification, and the Executive Council's approval.

A Motion was then made, and properly Seconded, that the Executive Council give its approval for the GFT-GWA Memorandum of Understanding, and that the Executive Council also confirm its approval of the GFT President Timothy Fedenko signing the said Memorandum of Understanding, and that the same be for and on behalf of the Executive Council, and the GFT- GWA Employee Members. The above referenced Motion, after discussion, was unanimously passed by the GFT Executive Council.

I declare under penalty of perjury under the Laws of Guam, that the foregoing is true and correct; of my own belief and personal knowledge, and this Declaration is prepared and executed by me in my capacity as the Secretary of the Guam Federation of Teachers.

Dated this 14th Day of March 2016.



Cora Mucho

Secretary, AFT Local 1581

Guam Federation of Teachers

AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GUAM FEDERATION OF TEACHERS
AND
THE GUAM WATERWORKS AUTHORITY
AND
THE CONSOLIDATED COMMISSION ON UTILITIES**

This Memorandum of Understanding, hereinafter referred to as MOU, is made this ____ Day of _____, 2016; by and between the Guam Federation of Teachers ("GFT"); and, The Guam Water Works Authority; ("GWA") and the Consolidated Commission on Utilities ("CCU") collectively referred to as the "parties."

The Parties are entering into this MOU due to the following facts and circumstances:

- A) Whereas, The GWA upon its inception took unto itself the Rules and Regulations of the Guam Department of Administration. However, since that time the Guam Waterworks Authority's governing board, the Guam Consolidated Commission on Utilities, has yet to act to adopt new Personnel Rules and Regulations; solely applicable to GWA; and,
- B) Whereas, In the interim, the GWA and the GFT have acted to enter into a Collective Bargaining Agreement; hereinafter referred to as CBA, pursuant to applicable Guam Law and; and
- C) Whereas, The CCU in considering its approval role for the said CBA determined that the CCU needs to establish Personnel Rules and Regulations for GWA.

Now therefore the Parties do hereby agree in this MOU to proceed with the execution of the CBA by the CCU; subject to the following Terms and Conditions; which are agreed to and accepted by all the Parties hereto:

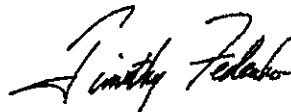
- 1) The CBA shall from its approval by the CCU apply to GWA and GFT, however, the approval of the CBA by the CCU is conditioned on employees covered by the CBA and the GFT Board approving this MOU.
- 2) GWA will draft and process new Rules and Regulations for its own particular operations which shall be subject to approval by the CCU.
- 3) Upon the new Rules and Regulations being approved, any difference or conflict that may exist between the CBA and the new GWA Rules and Regulations will at the outset be controlled by the new GWA Rules and Regulations.
- 4) GWA and GFT agree to meet and negotiate within twenty (20) business days of the adoption of the new GWA Rules and Regulations by the CCU with the intent to negotiate new CBA provisions that modify the CBA so as to address any such differences or conflicts between the CBA and GWA's new Rules and Regulations.

- 5) All of the terms and conditions of the CBA not different from and not in conflict with the new GWA Rules and Regulations shall remain in full force and effect for the duration of the CBA as set forth therein.
- 6) It is further agreed by the Parties, that once this MOU is signed by the authorized Representatives of GWA and GFT, that this MOU will be submitted to the Members of GFT who are employees of GWA for Ratification, and that the Executive Council of GFT shall likewise vote to approve this MOU, and that upon ratification by the said GFT Members and the GFT Executive Council, this MOU shall be signed by the Chairman of the CCU; contemporaneously with his signing the subject CBA; which CBA shall then be in full force and effect by and between the Parties hereto.

IT IS So Agreed:

Guam Federation of Teachers
Authority

Guam Waterworks



By Timothy Fedenko
President

By Miguel Bordallo
General Manager

Consolidated Commission on Utilities

By Joey Duenas
Chairman