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TN17-306

**COLLECTIVE BARGAINING
AGREEMENT**

**BETWEEN THE GUAM
DEPARTMENT OF PUBLIC WORKS**

AND

**THE GUAM FEDERATION OF
TEACHERS UNION AFT LOCAL
1581, AFL-CIO**

"A UNION OF PROFESSIONALS"

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PREAMBLE

This AGREEMENT made by and between the Department of Public Works, Government of Guam, hereinafter called the "Employer" and the Guam Federation of Teachers, Local 1581 of the American Federation of Teachers, AFL-CIO, hereinafter called the "Union"; which shall be effective on the date signed by the Governor of Guam.

THE EMPLOYER AND THE UNION recognize and declare that providing the highest possible quality of school bus driving safety and services is their mutual aim.

THE EMPLOYER AND THE UNION desire to continue working together with a Collective Bargaining Agreement to serve the best interests of the children, school system, and the community and the parties hereto;

NOW THEREFORE, THE EMPLOYER AND THE UNION AGREE AS FOLLOWS:

ARTI CLE I – RECOGNITION AND DEFINITIONS

A. RECOGNITION:

The Employer recognizes the Union as the exclusive representative subject to and in accordance with 4 GCA Chapter I 0, also referred to herein as the Public Employee Management Relations Act (PEMRA), and the Rules and Regulations promulgated thereunder; for the classification of School Bus Driver, such recognition was granted to the Union on August 18, 1972, by the Governor of Guam.

The Union agrees to represent equally and without prejudice all Employer's School Bus Drivers for the purpose of consultations and negotiations with the Employer's management officials concerning terms and conditions of school bus driver employment not otherwise fixed by law or regulations, and in the settlement of grievances. The Union shall represent those persons who hereinafter perform the duties or functions performed by personnel in the school bus driver bargaining unit.

The parties agree that no employee of the Employer; nor any employee or official of the Guam Federation of Teachers shall intentionally violate any provision of this Agreement.

B. DEFINITIONS

The following definitions shall apply to this Agreement:

- 1. DIRECTOR: Director of Employer, (The Department of Public Works).

2. SUPERINTENDENT: Superintendent of the Employer's Division of Bus Operations,
3. UNION REPRESENTATIVE: The President of the Union or a Union representative designated to act in his/her stead, as certified in writing by the Union President to the Director.
4. SUPERVISOR: An employee of Employer's Bus Operations Division; having responsibility to direct bus drivers at a substation, to evaluate their performance, to adjust their grievance, or to effectively recommend commendations, promotions, discipline or adverse action.
5. CHAIRPERSON: A member of the Employer's Bus Operations, the bargaining unit, elected, to represent its members, to the Executive Council of the Guam Federation of Teachers.
6. SCHOOL BUS DRIVER: An employee of Employer's, Bus Operations, whose chief function is to drive a school bus, except for those duties as spelled out in this Agreement or as mandated by law.
7. STEWARD: A member of the bargaining unit chosen to represent its members at a substation.
8. GRIEVANCE: An employee's expressed feeling of dissatisfaction with working conditions and working relationships which he/she feels are outside his/her control.
9. EMERGENCY: A condition of public calamity, resulting from fire, flood, typhoon, or like disaster, or through some unusual occurrence, not reasonably subject to anticipation or as declared by the Government of Guam.
10. SCHOOL BUS DRIVER LEADER: Employer's Bus Operations employee who may perform supervisory functions in the temporary absence of the supervisor, but whose chief function is to drive a bus and is assigned a scheduled run.
11. SUBSTATION: A designated place or location of Employer; where school bus drivers are assigned.
12. SENIORITY: The number of years of Government of Guam Service as a school bus Driver of Employer

ARTICLE II – UNION RIGHTS

A. STATISTICAL INFORMATION:

Upon written request, the Director shall furnish to the President of the Union, or his/her

certified designee, existing statistical information, pertaining to the Bus Driver Unit except privileged and/or confidential information as provided by statute and any implementing regulations.

B. CONSULTATION CONFERENCES

1. The Director, or designee, and the President of the Union, or designee, shall schedule conferences, as needed, to discuss matters of concern to either party or any topic relevant to the improvement of Bus Operations. Each officer may be accompanied by one other person. These meetings shall be held pursuant to P . E . M . R . A .
2. All Policy Memorandums concerning wages, hours, and/or working conditions shall be distributed to the Unit Chairperson when they are disseminated to substation supervisors.

C. WORK SITE VISITS

1. The Director shall permit a certified Union representative to visit substations, examine complaints, file grievances, and to ensure compliance with this Agreement. The Union shall notify the Employer's Bus Operations Superintendent of anticipated visits at least one workday in advance.
2. If conferences with School Bus Drivers are necessary, they shall be scheduled before or after scheduled driving duties.

D. STEWARDS

1. Stewards of a substation may be released without pay for the purpose of assisting bargaining unit members who have grievances during non-driving hours only. This release time must be coordinated in writing with the respective supervisor at least 24 hours in advance. Members can be assisted by a Guam Federation of Teachers Field Representative in conjunction with such assistance.
2. Substation Supervisors may schedule conferences and meet with the Union Steward as needed to discuss problems relating to this Agreement. Such conferences shall be scheduled jointly by the Supervisor and the Union Steward and be held outside of the driving duty time of the Steward.
3. If no steward is assigned to a substation the Union President or Chairperson may designate a union member assigned to that substation to perform the duties of the Steward; if there are any Union Members at the substation.
4. The Bus Operations Superintendent or the Unit Chairperson may schedule conferences as needed, to discuss issues relating to this Agreement. For issues

mutually agreed upon between both the Superintendent and the Chairperson, a meeting may be scheduled jointly by the Superintendent and the Chairperson with the substation supervisors and stewards. No meeting under this section shall hinder the day-to-day bus operations.

E. CONTRACT DISTRIBUTION

The Union alone shall be responsible to produce in sufficient quantities for all employees of Employer's Bus Operation Division, a copy of this Agreement.

F. MEETINGS:

Before the end of each orientation meeting of School Bus Drivers held before the opening of school and during Christmas holidays, a reasonable amount of time shall be set aside for the Union to discuss Employee and Union matters not inconsistent with the Public Employee Management Relations Act (PEMRA). The Union shall be notified at least one week prior to the orientation meeting of the date and place.

At each substation School Bus Drivers meeting, a reasonable amount of time shall be set aside for the Union Steward or Chairperson to discuss matters of interest to the bargaining unit members.

G. INFORMATION DISSEMINATION

The Union shall have the right to distribute literature, during non-duty hours, in school bus drivers' mailboxes at the substations, where they exist, and the right to use the Employer's routine mail service for the distribution of official Union mail as regulated by the applicable laws of Guam. Where mailboxes do not exist, such literature can be posted.

H. DISSEMINATION OF NOTICES

Employer agrees that the Union may post and maintain in employee report areas; so long as not in violation of DOI Regulations, notices pertaining to meetings, social events and information of general interest to Union Members by taping such materials to the wall or made available in a similar fashion. Neither Employer nor the Union shall post materials that discredit the other party.

I. RIGHTS AND OBLIGATIONS:

The Union agrees that it alone has an obligation to educate Bargaining Unit Members of their Responsibilities, Rights and Benefits pursuant to this Agreement.

ARTICLE III – MANAGEMENT RESPONSIBILITIES

Employer' management Officials shall retain the right and responsibility, in accordance with applicable law and regulations, and subject to budgetary restraints to:

1. Maintain efficient bus operations and direct bus driver employees;
2. Hire, promote, transfer, and assign bus driver employees to bus operation positions;
3. Suspend, demote, discharge, or take disciplinary action against employees for just cause;
4. Determine the methods, organization, and assignment of personnel for the conduct of operations, including necessary actions in emergency situations.

ARTICLE IV – EMPLOYEE'S RIGHTS

Employees shall have all of the Rights pertaining to Adverse Actions, Grievances and the seeking of Redress, as are set forth in the Government of Guam's Department of Administration's Rules and Regulations, The Civil Services Commission's applicable Rules, and applicable Guam and Federal Law; as may be amended from time to time.

ARTICLE V – DUTIES, ASSIGNMENTS AND WORKING CONDITIONS

A. OPERATING PROCEDURES

The Bus Drivers, Training and Operations Manual (formerly known as the Bus Drivers' Training Manual) is recognized as setting forth the Standard Operating Procedures for the Division of Bus Operations.

B. DUTY DAYS

1. The Union understands and agrees that the efficiency and economical conduct of operations, and reduction of costs, through necessary technological improvements or streamlining of operation technologies, as deemed appropriate by DPW, is of vested importance to the well-being of the Employer's Bus Operations Division and its employees.
 - (a) It shall therefore be the sole responsibility of management to determine the methods, equipment, and times of operations, and the Union agrees it shall no way authorize any curtailment or limitation of operation.
 - (b) The driver's duty shall begin fifteen minutes before the bus departs for the first time each day. This time shall be spent by the drivers performing a pre-operational

check, as outlined in the Bus Driver's Manual, and general preparing for the run. Failure to perform this pre-operational check is subject to disciplinary action.

- (c) Drivers shall be allowed an hour lunch on non-driving, non-compensated time. If a driver is denied all or a portion of his/her lunch hour, he/she shall be given time off at another time or receive an additional overtime monetary compensation; for all or any portion of each lunch hour denied.

C. ASSIGNMENTS

It is understood by the Union and the Employer's school bus drivers that assignment of bus drivers is the responsibility of management under 4 GCA Chapter 10 (PEMRA) and its implementing regulations.

D. SCHOOL YEAR

The normal work week during the Department of Education school days shall be five consecutive days, Monday through Friday.

- 1. School bus schedules for the school year shall be posted or provided, as possible, one week prior to becoming effective, exclusive of field trips, dental clinic runs, and interscholastic runs.
- 2. School bus schedules may be modified from time to time due to equipment breakdown, manpower shortage, or any unforeseen circumstances that are beyond the control of management.

E. INTERSESSION

- 1. Assignments during the summertime and/or intercessions shall normally be for the purpose of improving bus driver related projects within all areas of operation. Such improvements shall include but not necessarily be limited to the following types of activities:
 - (i) Upgrading and adding sanitation facilities to bus substations.
 - (ii) Upgrading and maintaining bus parking and substations in each area of operation.
 - (iii) Providing security services.
 - (iv) Bus rehabilitation and services.
 - (v) Clearing roadside shoulders along bus routes.

- (vi) Other driving assignments.
 - (vii) Upgrading and construction of bus stop shelters.
 - (viii) Other related DPW duties.
2. Drivers may opt for other summer or intercession work activities within the Employer; related to Bus Operations; if Employer has other work to be done.
 3. All drivers shall be given a list of possible assignments and indicate first and second choices. In instances when there is a conflict between the numbers of volunteers possessing similar skills, seniority shall determine which driver gets a particular first choice.
 4. Employer shall comply with this provision to the extent practicable.

F. SCHOOL HOLIDAYS

1. In the event that Employer must provide bussing services on non- duty Department of Education days, these assignments shall be made among all drivers on an equitable basis; and where practical, considering seniority.
2. All assignments for school vacation days shall be posted and drivers notified, where possible, five days in advance.

G. REQUIRING ADDITIONAL COMPENSATION

The system for equitably rotating overtime driving assignments shall be as follows:

1. Each bus area supervisor shall maintain a posted roster of all assignments in that area.
2. Sequence of names on the roster shall be alphabetically listed according to the drivers' last name.
3. As the respective assignments must be made, the supervisor shall start offering overtime assignments to the first driver in the roster.
4. If the driver declines, he/she must initial his/her preference at the appropriate space next to his/her name.
5. A supervisor has the responsibility to select any available bus driver for overtime assignments when such assignments cannot be worked into this system due to unforeseen or emergency situations or when the bus driver first on the list cannot be located in time for the assignment.

H. BUS ROUTES

The following procedural steps shall be utilized in making assignments to bus routes:

1. Request of a driver for a particular run or area will be honored when practical.
2. If two or more drivers request a particular run, the driver with the best safety record in the applicable area shall receive the assignment.
3. If any other factors are considered, the factors: (E.G.). Location, Training, Need for Redundancy and the like, shall be explained to the driver not granted the requested assignment upon his written request.

I. AUXILIARY ASSIGNMENTS

1. Auxiliary Assignments, i.e., interscholastic runs, field trips, dental runs and other overtime runs shall be equitably made as per this Agreement.
2. Auxiliary Assignments and/or equivalent assignments shall be posted at least 48 hours in advance of the scheduled run.

J. VEHICLES

1. Each school bus driver shall be assigned a vehicle determined by the School Bus Driver Supervisor as appropriate to his/her designated assignment. In the event that it becomes necessary to place that vehicle in a shop for maintenance or repair, the same vehicle shall be returned to the assigned driver upon completion of the repair work unless the Substation Supervisor determines that the assignment of the bus to another driver or to another run is in the best interest of Bus Operations. Such a decision shall be conveyed to the driver affected, in writing, stating the specific reasons.
2. When new or completely overhauled vehicles are ready to be assigned, the Superintendent shall give consideration to;
 - (i.) Drivers whose assigned bus is scheduled for survey.
 - (ii.) Drivers whose assigned bus is scheduled for major rehabilitation.
 - (iii.) Drivers with the most senior vehicle.
3. In the event that more than one school bus driver is involved in "a" and/or "b" above the driver with the safest driving record and longest service record shall be

considered.

K. NATURAL DISASTERS AND OTHER EMERGENCY DUTIES

In the event that School Bus Drivers must remain on duty during natural disasters (e.g., typhoons, earthquakes) and other emergency conditions these assignments shall be made as per this Agreement. In any event all matters relating to equitable compensation for all employees shall be subject to Department of Administration's Rules and Regulations and applicable regulatory statues.

L. OVERTIME AND HOLIDAY COMPENSATION

Overtime and Holiday Compensation shall be paid, subject to budget restraints, as soon as reasonably possible to Employees in accordance with applicable Guam and Federal Laws.

M. SAFETY

1. BUS

No School Bus Driver shall operate any school bus which in his/her reasonable professional judgment has a defect that jeopardizes the safety of his/her passengers.

- (a) If any mechanical or safety feature is suspected of being defective, the driver shall report, as soon as possible, this condition to either his/her immediate supervisor for the purpose of a mechanical check-up.
- (b) Such bus shall not be put back in operation until a vehicle inspector of the Transportation Maintenance Division has certified, in writing, that the suspected defect is either safe or has been subsequently corrected.
- (c) It is a safety requirement that buses shall be pre-checked daily. Failure to report bus defects in the daily inspection log, and which defects result in bus breakdowns, shall subject the driver to disciplinary action in accordance with the Government of Guam Standard Schedule of Disciplinary Offenses and Penalties; as his/her supervisor indicates.

N. PERSONNEL

- 1. Employees and Management of Employer are expected at all times to conduct themselves in a positive manner so as to promote the best interest of the

Government. All employees regarding clothing, grooming and personal hygiene shall comply with the Manuel.

2. Employer agrees, to such extent as is reasonably possible, to expedite the placement of new hires into the daily work force; subject to an appropriate job opening, and the availability of funding.

O. EQUIPMENT

Each School Bus Driver shall be provided with one (1) operating fire extinguisher, and three (3) warning triangle signals. Each driver shall be held accountable for equipment assigned to him/her. However, a driver shall not be required to replace any equipment at his/her personal expense unless negligence is proven on his/her part.

P. ACCIDENTS

Proven and chargeable at-fault accidents shall be disciplined through disciplinary/adverse action procedures; in accordance with applicable DOA Regulations and applicable Law.

Q. TRAINING

Required training for re-certification of School Bus Drivers is conducted annually during the school's vacation break (June through August). Failure to be re-certified during this period shall result in forfeiture of driving duties until re-certification has been obtained. If a driver fails to be re-certified, they have the option to pay for re-certification by the Fire Department or the Red Cross.

R. ANNUAL PHYSICAL EXAMINATIONS

1. Drivers shall receive a referral from the department to have their physical conducted by Public Health. Drivers will be provided the employment physical forms at the time of their annual physical exams on their birth months to fulfill the Employer requirement for Medical Examinations Certification renewal are at no expense to the Bus Driver. At the option of the driver, he/she may receive an annual examination from a personal physician, but will bear the cost at his/her own expense.
2. Annual Physical Exams shall be conducted during the regular duty hours of the employee.
3. School Bus Drivers shall be granted up to 4 hours administrative leave for the purpose of receiving an annual physical exam; so long as coordinated with the supervisor and does not interfere with Bus Operations. Exceptions may be granted as requested by the attending physician.

S. BUS SHELTER CLEAN UP

During the normal workday, School Bus Drivers not performing driving assignments between the hours of 8:30 a.m. and 12:30 p.m., may be requested to clean bus shelters as needed, provided that equipment, tools, and safety gear, needed to accomplish the task, shall be provided by the Employer.

T. ACCOMMODATIONS

Employer shall make its best efforts to provide each area/ substation, and subject to availability of funds, with at least the following accommodations:

1. A physical shelter, in compliance with local laws and building codes relative to government facilities, large enough to house all drivers and supervisors assigned to the area/ substation.
2. Utilities shall be provided. Each substation shall have at least:
 - (i) Cold running water
 - (ii) Electricity
 - (iii) Properly functioning telephones
 - (iv) Drinking water and dispenser
3. Each substation shall be equipped with adequate furniture (i.e. chairs and tables) to seat all employees assigned to the substation.
4. Each substation shall be equipped with properly functioning air- conditioning and shall make repairs/replacement to such units within 24 hours after a maintenance request is made.
5. Restroom facilities that have sinks, toilets, showers, adequate lighting and running water.
6. A kitchen facility with a working refrigerator, stove or equivalent cooking surface, microwave, sink, and food preparation area.
7. A paved employee parking area off of the main roadway in such substations that are paved.
8. All substations shall be fenced with locking gates to insure security.
9. At no cost to the Government of Guam, substations may have recreational equipment

as approved by the substation supervisor in writing.

ARTICLE VI – JOB PROTECTION PROCEDURES FOR EMPLOYEE DISCIPLINE

Employer and the Union recognize the disciplinary/adverse action procedures as prescribed in the Department of Administration's Rules and Regulation to be the sole exclusive procedures available to this Employer; together with applicable Guam Law.

ARTICLE VII – THE VARIOUS FORMS OF LEAVE AVAILABLE TO EMPLOYEES:

The various forms of Leave available to employees; including but not limited to Annual Leave, Sick Leave and Maternity and Paternity Leave, shall be allowed as set forth in the Government of Guam's Department of Administration's Rules and Regulations and applicable Guam and Federal Laws as may be amended from time to time.

ARTICLE VIII – PRIVATIZATION CLAUSE

During the term of this Agreement, the Employer shall not subcontract, transfer, lease, assign, or convey, through sale or otherwise, in whole or part, to any other agency, person, private contractor or entity, any public work performed by employees covered by this Agreement, without having first consulted with Union.

ARTICLE IX – GENERAL PROVISIONS

1. **Governing Law:** This Agreement shall be governed by the Laws of Guam. In any event any provision of this Agreement is determined to be illegal or unenforceable by a duly authorized Court of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby, it being the intention of the parties that each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Should there ever occur any conflict between any provision contained in this Agreement and any present or future statute, law, ordinance or regulation, then the latter shall prevail, but the provision of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it into compliance with applicable law. All the other terms and provisions of this Agreement shall continue in full force and effect without impairment or limitation.
2. The Union recognizes that the Employer is subject to the decisions and orders of the Governor which may be in conflict with provisions of this Agreement; and the Union

further recognizes that the Employer is compelled to follow the decisions and orders of the Governor until the Employer is exempted from such decisions and orders. In the event, the Director will bring to the attention of the Governor the provision(s) of this Agreement that is/are at issue.

3. Subjects and topics and items of this Agreement that could be negotiated have been negotiated or considered for negotiations by either or both parties; and that unless mutually agreed to, neither party shall be obligated during the period of this Agreement to negotiate on any subject covered by this Agreement. If the Employer undertakes a substantial change in working conditions, consultations and negotiations; will take place between the parties pertaining thereto. Subjects not covered in this Agreement are left to the Employer's discretion, subject only to consultation, applicable statutes, regulations, or the direction of the Governor.

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ARTICLE X – DURATION

This Agreement shall remain in full force and effect for a Five-Year period of time commencing upon approval of the Governor.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year of the last affixed signature.

COLLECTIVE BARGAINING AGREEMENT

Department of Public Works/Employer


Guam Federation of Teachers/Union


Franklin F. Taitano, Chief Negotiator


Daniel R. Del Priore, Chief Negotiator

Dated: DEC 20, 2016

Dated: 13 December 2016



Glend Leon Guerrero, DPW Director


Timothy F. Fedenko, GFT President

Dated: 12/21/16

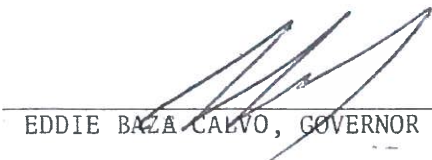
Dated: 1/12/17

APPROVED AS TO FORM:


Elizabeth Barret-Anderson, Esq. Attorney General
DPW 17-0024

2/21/17
Dated

APPROVED:


EDDIE BAZA CALVO, GOVERNOR OF GUAM

MAR ' 9 2017
Dated

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SOLICITORS DIVISION
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