



**GUAM SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS MEETING  
AGENDA**

**THURSDAY, OCTOBER 23, 2025  
VIA VIDEO CONFERENCE**

- I. CALL TO ORDER
- II. ROLL CALL
- III. DETERMINATION OF PROOF OF PUBLICATION
- IV. APPROVAL OF AGENDA ITEMS
- V. APPROVAL OF MINUTES
- VI. REPORTS
  - A. RECEIVER REPORTS
    - i. RECEIVERSHIP UPDATE
    - ii. TRANSITION PLAN UPDATE
  - B. MANAGEMENT REPORTS
    - i. OPERATIONAL UPDATE
    - ii. FINANCIAL REPORT
  - C. LEGAL COUNSEL'S REPORT
  - D. COMMITTEE REPORTS
    - i. GSWA GENERAL MANAGER EVALUATION
- VII. UNFINISHED BUSINESS
  - A. ISLAND WIDE TRASH COLLECTION INITIATIVE
  - B. LAYON CELLS 1 AND 2 CLOSURE
  - C. SUCCESSION PLANNING
- VIII. EXECUTIVE SESSION: PERSONNEL REVIEW
- IX. NEW BUSINESS
  - A. GSWA BOARD RESOLUTION NO. 2025-009 REGARDING APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN GSWA AND GFT
- X. COMMUNICATIONS AND CORRESPONDENCE
- XI. PUBLIC FORUM – MEMBERS OF THE PUBLIC TO CONTACT GSWA TO BE PLACED ON THE AGENDA IF THEY WISH TO ADDRESS THE BOARD.
- XII. NEXT MEETING
- XIII. ADJOURN

**Guam Solid Waste Authority Board of Directors Meeting**

**Thursday, October 23, 2025 – 1:00 PM (ChST)**

**Join Zoom Meeting**

Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrc1ZYZZ09>

**Meeting ID: 914 040 8814**

**Passcode: 777546**

THE GUAM SOLID WASTE AUTHORITY BOARD OF DIRECTORS WILL HAVE A REGULAR BOARD MEETING OCTOBER 23, 2025 AT 1:00 PM. THE MEETING WILL BE CONDUCTED VIA ZOOM.

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**Access live stream of the meeting on GSWA website: <https://www.gswa.guam.gov/>**

*For more information, please contact GSWA Admin at [admin@gswa.guam.gov](mailto:admin@gswa.guam.gov) or 671-646-3215.*

*Persons needing telecommunication device for the Hearing/Speech Impaired (TDD) may contact 671-646-3111. This advertisement was paid for by GSWA.*





## GUAM LAND USE COMMISSION

Department of Land Management  
ITC Building, Third Floor, Tamuning, GU 96913  
P.O. Box 2950, Hagåtña, Guam 96932  
Tel: 671-649-5263 Ext. 300 • Fax: 671-649-5383



### AGENDA

A regular Guam Land Use Commission meeting will be held on Thursday, October 23, 2025, at 1:30 p.m., Department of Land Management Conference Room, 590 S. Marine Corps Dr., 3rd Floor, ITC Building, Tamuning. Livestreamed on YouTube at Guam Department of Land Management Channel.

- I. Notation of Attendance/Roll Call
- II. Approval of Minutes [None]
- III. Old or Unfinished Business [None]
- IV. New Business
  - A. Application No. 2025-18, Sky Guam Distributors, Inc., requests a Zone Change from "C" to "M1" Zone for warehousing, cold storage capabilities, and a wholesale distribution center on Lot 5310-7, Dededo.
- V. Administrative & Miscellaneous Matters
  - A. Application No. 2020-45D, IAN Corporation, submits its third annual renewal request for a previously approved Conditional Use Permit for its Temporary Workforce Housing Facility, to house up to 135 workers, on Lot 5224-3-3 and Lot 5224-3-1-R1, Barrigada, an "M1" zone.
- VI. Adjournment

*Funding Source provided by the Applicant.*

*Persons requiring special accommodations, please call Cristina Gutierrez, 671-649-5263, ext. 375*



## GUAM HYBRID LAND USE COMMISSION

Department of Land Management  
ITC Building, Third Floor, Tamuning, GU 96913  
P.O. Box 2950, Hagåtña, Guam 96932  
Tel: 671-649-5263 Ext. 300 • Fax: 671-649-5383



### AGENDA

A regular Guam Hybrid Land Use Commission meeting will be held on Thursday, October 23, 2025, at 1:30 p.m., Department of Land Management Conference Room, 590 S. Marine Corps Dr., 3rd Floor, ITC Building, Tamuning. Livestreamed on YouTube at Guam Department of Land Management Channel.

- I. Notation of Attendance/Roll Call
- II. Approval of Minutes [None]
- III. Old or Unfinished Business [None]
- IV. New Business
  - A. Application No. H2025-02, Honhui Guam LLC, requests a Tentative Development Plan for the construction of two towers for the proposed Honhui Guam Resort, consisting of 824 guest rooms, Chamoru-themed water park, and world-class amenities, on Lot 5117-1-2-NEW (Tumon), Tamuning, in an "R2/H" (Multiple Dwelling/Resort-Hotel) zone.
  - B. Application No. H2025-37, Honhui Guam LLC, requests a Zone Variance for Height, for the construction of two towers for the proposed Honhui Guam Resort, with two towers at 431 feet and 447 feet, on Lot 5117-1-2-NEW (Tumon) Tamuning, in an "R2/H" (Multiple Dwelling/Resort-Hotel) zone.
  - C. Application No. H2025-38, Honhui Guam LLC, requests a Zone Variance for Density, for the proposed Honhui Guam Resort, consisting of 824 guest rooms, on Lot 5117-1-2-NEW (Tumon), Tamuning, in an "R2/H" (Multiple Dwelling/Resort-Hotel) zone.
  - D. Application No. H2025-39, Honhui Guam LLC, requests a Zone Variance for Setbacks of the proposed Honhui Guam Resort setbacks on Lot 5117-1-2-NEW (Tumon), Tamuning, in an "R2/H" (Multiple Dwelling/Resort-Hotel) zone.
- V. Administrative & Miscellaneous Matters
- VI. Adjournment

*Funding Source provided by the Applicant.*

*Persons requiring special accommodations, please call Cristina Gutierrez 671-649-5263, ext. 375*



### VEHICLE FOR SEAL BID "AS IS"

### 2013 TOYOTA CAMRY

Seal bids must be accepted no later than  
**THURSDAY, OCTOBER 16, 2025 | 4PM.**

CALL: (671) 647-6820

Vehicle will be available for inspection by appointment only  
PFC Finance has the right to refuse any and all bids.  
126 Chalan San Antonio, Tamuning | Tues-Thurs: 9am-4pm

## FOR RENT

TAM APTS. 3BD/1BTH & 2BD/1BTH  
SEC 8 OK \$1500/\$1000  
CALL 671-646-0510/11

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# BIG RESULTS

use the classifieds whether you're

- buying
- selling
- hiring

### JOB ANNOUNCEMENT FOR TEMPORARY POSITIONS

**5 - CARPENTER** (1 yr. exp.) \$18.34/Hr.

**14 - CEMENT MASON** (1 yr. exp.) \$17.51/Hr.

**Apply at RN Builders Corporation by calling 671-989-0498.**

**References required upon request.**



## Guam Solid Waste Authority Board of Directors Meeting

Thursday, October 23, 2025 - 1:00 PM (ChST)

Join Zoom Meeting

Link: <https://zoom.us/j/9140408814?pwd=TjZ3U0dHSVd0ajlKRjBhcWFrclZlYz09>

Meeting ID: 914 040 8814 • Passcode: 777546

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BERMAN LAW FIRM  
1082 Pale San Vitores Rd., #316  
Tumon, Guam 96913  
Telephone No.: (671) 477-2778  
Facsimile No.: (671) 477-4366  
Email: [guam@pacifclawyers.law](mailto:guam@pacifclawyers.law)

### IN THE SUPERIOR COURT OF GUAM

IN THE MATTER OF THE ESTATE OF

IGNACIA BORDALLO BUTLER,

Decedent.

Probate Case No. PR0049-25

### SECOND AMENDED NOTICE OF HEARING

THIS NOTICE IS REQUIRED BY LAW. YOU ARE NOT REQUIRED TO APPEAR IN COURT UNLESS YOU DESIRE.

1. NOTICE IS HEREBY GIVEN that Brent Butler has filed a First Amended Petition for Letters of Administration and Probate.
2. A hearing on the petition will be heard on **Wednesday, November 12, 2025, at 10:00 a.m. before the Hon. Judge Elyze M. Iriarte.**
3. To attend or to participate in the hearing, you may appear in person at the Guam Judicial Center, appear remotely at <https://guamcourts.org.zoom.us> and enter Meeting ID: 864 4387 2213 and Passcode: JEMI, or call into the courtroom at 671-300-6703 at the designated hearing time. For connectivity issues, you may contact Jannette Samson at (671) 475-0141 or email [jsamson@guamcourts.gov](mailto:jsamson@guamcourts.gov).

DATED: 16 SEPT 2025

JANICE M. CAMACHO-PEREZ,  
Clerk of Court, Superior Court of Guam  
By: **/s/ ALICE B. MENDOZA**  
Courtroom/Chamber Clerk



## GUAM ECONOMIC DEVELOPMENT AUTHORITY

590 S. MARINE CORPS, DR. SUITE 511 ITC BLD TAMUNING, GUAM 96913  
TEL (671) 647-4332 FAX (671) 649-4146 [www.investguam.com](http://www.investguam.com)

## NOTICE OF APPLICATION

### FOR A SPECIAL HOTEL QUALIFYING CERTIFICATE BEFORE THE GUAM ECONOMIC DEVELOPMENT AUTHORITY ("GEDA")

- Filing of application.** Cartium Enterprise Guam, LLC, (the "Applicant"), filed its application on Thursday, October 9, 2025 with GEDA for a Special Hotel Qualifying Certificate ("QC") pursuant to Chapter 58, Title 12, Guam Code Annotated (the "QC Law").
- Address.** The address of the Applicant is 954 Army Drive, Suite 102, Barrigada, GU 96913.
- Proposed investment.** Applicant is substantially improving a hotel property in Guam. The total amount of investment for the project is approximately \$105 million.
- Benefits sought.** Applicant is applying for the following tax benefits equal to twenty percent (20%) of eligible investment costs pursuant to the QC Law:
- 1) an abatement of 50% of unpledged business privilege taxes payable to the government of Guam for a period of 20 years, the remainder of such taxes are pledged to the business privilege tax bonds;
  - 2) a rebate of 75% of corporate income taxes payable to the government of Guam for the operation of a hotel for a period of twenty (20) years;
  - 3) an abatement of 100% of real property taxes payable to the government of Guam on real property used by the Applicant for the operation of a hotel for a period of ten (10) years; and
  - 4) an exemption of 100% of use taxes payable to the government of Guam on all material and equipment used in the hotel for a period up to one (1) year after the issuance of the hotel's occupancy permit.

**Names of Shareholders**  
Cartium Enterprise Inc.

**Addresses**  
5825 Medlock Bridge Pkwy Suite 200, Johns Creek, GA 30022

*Pursuant to the QC Law, costs for this ad are at the expense of the Applicant.*

/s/ CHRISTINA GARCIA,  
GUAM ECONOMIC DEVELOPMENT AUTHORITY CEO/ADMINISTRATOR





## GUAM LAND USE COMMISSION

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- VI. Adjournment

*Funding Source provided by the Applicant.*

*Persons requiring special accommodations, please call Cristina Gutierrez, 671-649-5263, ext. 375*



## CIVIL SERVICE COMMISSION

KUMISION I SERBISION SIBIT

Bell Tower Suite 201, 710 W. Marine Corps Drive, Hagåtña, Guam 96910 • Tel: (671) 647 1855 • Fax: (671) 647 1867

### NOTICE OF MEETING

**IN-PERSON MEETING AT 9:00 A.M. ON TUESDAY, OCTOBER 28, 2025.**

A live broadcast of this meeting is available to the public on the CSC website at [csc.guam.gov](http://csc.guam.gov) or on [GuamTV](http://GuamTV). The public can also access a live stream of this meeting via zoom by using the link or Meeting ID and Passcode provided below:  
<https://us06web.zoom.us/j/87352526062?pwd=ACFQstmn4XPHYqadKn6ZWGcH6JJJVs.1>

(Meeting ID: 873 5252 6062 / Passcode: 058451)

### AGENDA

- I. CALL TO ORDER.
- II. APPROVAL OF MINUTES: October 09, 2025.
- III. NEW BUSINESS:  
(1) MOTION HEARING.  
Vivian C. Leon vs. Port Authority of Guam (PAG): Case No.: 25-AA08T.
- IV. OLD BUSINESS:  
(1) SIGNING: DECISION AND JUDGMENT.  
Leodegario M. Buan vs. Department of Corrections (DOC): Case No.: 25-PA01.
- (2) SIGNING: ORDER AFTER HEARING.  
Michael D. Ordóñez vs. Department of Revenue & Taxation (DRT): Case No.: 25-PA06.
- V. GENERAL BUSINESS:  
1) Bills and Laws affecting CSC.  
2) Administrative Counsel Litigation Update.  
3) Administrative Matters:  
a) Board Training: Civil Service Commission Board Members.
- VI. ADJOURNMENT.

For special accommodations, please contact Maria R. Masnayan, CSCADA Coordinator at (671) 647-1872 / (671) 647-1855.

/s/ Daniel D. Leon Guerrero, Executive Director  
Paid by the Civil Service Commission



## Guam Solid Waste Authority Board of Directors Meeting Thursday, October 23, 2025 - 1:00 PM (ChST) Join Zoom Meeting

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## APPLY NOW!!

### 08-CARPENTER WITH 1 YEAR EXP.

**\$18.34 PER HR.**

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's hand and power tools, and conforming to local building codes: Studies blueprints, sketches or building plans for information as to type of materials required. Selects specific type of lumber or other materials. Installs partitions and cabinet work.

### 18-CEMENT MASON WITH 1 YEAR EXP.

**\$17.51 PER HR.**

Smooths and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures, using hand or power tools, including floats, trowels, and screeds. Spreads soft concrete to specified depth and workable consistency, using float to bring water to surface and produce soft topping. Lays concrete blocks; mixes cement using shovels, hand tools and mixing machine.

### 04- REINFORCING METAL WORKER WITH 1 YEAR EXP.

**\$16.98 PER HR.**

Positions and secures steel bars in concrete forms to reinforce concrete. Determines numbers, sizes, shapes and locations of reinforcing rods from blueprints, sketches or oral instructions. Selects and places rods in forms and spacing, and fasten them together using wire and pliers.

### 05- FIELD SUPERVISOR WITH 2 YEARS EXP.

**\$29.61 PER HR.**

Examine and inspect work progress, equipment, and construction sites to verify safety and to ensure that specifications are met. Read specifications such as blueprints to determine construction requirements and to plan procedures. Supervise, coordinate, and schedule the activities of construction or extractive workers. Coordinate work activities with other construction project activities.

**Benefits:** Roundtrip airfare for off-island hire, food & lodging at \$80.00 per week; local transportation to/from jobsite.

Successful applicant must be able to obtain military base access.

*The job offer meets all EEO requirements, and initiates a temporary placement. The recruitment associated with this job offer is closely monitored by the Department of Labor. Qualified, available and willing U.S. workers are highly encouraged to apply. Should you qualify for the job and are not hired, you may appeal with the Department of Labor who will independently review matter.*

Apply in person at the American Job Center  
414 W. Soledad, Avenue, Suite 300 GCIC

Building Hagåtña, Guam 96932

Or apply online at [www.hireguam.com](http://www.hireguam.com); Enter Keyword: 2026-002

# INVITATION FOR BID

The Honorable Lourdes A. Leon Guerrero, Governor of Guam, and the Honorable Joshua F. Tenorio, Lieutenant Governor of Guam, through the Director of the Department of Public Works is soliciting Sealed Bids for the following project:

Project Name	Project Number	Project Description	Issue Date	Mandatory Pre-Bid Conference	Anticipated Bid Opening	Anticipated Letter Of Intent To Award	Anticipated Notice To Proceed
ROUTE 1 RECONSTRUCTION OF MULTIPLE BRIDGES (HAGATNA TO PITI), ASAN CULVERT (NO.27) AND LAGUAS BRIDGE (NO.35)	GU-DAR-0001(131)	THIS IS A DEFENSE ACCESS ROADS (DAR) PROJECT. THIS PORTION OF THE PROJECT IS FOR THE REPLACEMENT OF TWO (2) OF THE FIVE (5) BRIDGES (ASAN CULVERT (NO.27) ALSO KNOWN LOCALLY AS ASAN #1 BRIDGE, AND LAGUAS BRIDGE (NO.35)) LOCATED ALONG ROUTE 1 (MARINE CORPS DRIVE) IN THE MUNICIPALITIES OF ASAN AND PITI, RESPECTIVELY.	21 OCT-25	28-OCT-25	30-DEC-25	02-MAR-26	07-MAY-26

1. Sealed bids should be submitted to the 2nd Floor, Division of Highways Building Room 201, Department of Public Works, 542 North Marine Corps Drive, Tamuning, Guam 96913, no later than 2:00 P.M. on the date specified above. At which time the bids will be publicly opened and read aloud to the public.

2. The Invitation for Bid can be downloaded at <https://www.guamtransportationprogram.com/contract-opportunities/invitation-for-bid>

All Bid Documents and related Addenda can also be obtained at the 2nd Floor, Division of Highways Building Room 201, Department of Public Works, 542 North Marine Corps Drive, Tamuning, Guam 96913. Submission of sealed bids will remain at the Department of Public Works.

3. Dates are subject to change. In the event of date changes, notifications will be provided by Addenda.
4. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Accepted form of bid security may be bid bond, certified check or cashier's check payable to the Treasurer of Guam.

5. The sureties of all bonds must be on the approved listing by the Government of Guam or United States Department of Treasury list as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies". The penal amount of the bond shall not exceed the surety's underwriting limit as stated in the Department of the Treasury listing. A notarized true copy of Certificate of Authority is also required.

5. A Mandatory Pre-Bid Conference/Teleconference will be held at the DFW on the date specified above, at 9:00 A.M., via a teleconference call and in-person (limited space available). To reserve, please call (671) 649-3121 or email [highways@dpw.guam.gov](mailto:highways@dpw.guam.gov). The call-in number is outlined in the Procurement Schedule of the IFB. All prospective bidders are required to attend. Items discussed during the mandatory Pre-bid Conference will be made part of the contract documents.

/s/ Vincent P. Arriola, Director  
Department of Public Works







**GUAM SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS MEETING MINUTES  
THURSDAY, SEPTEMBER 25, 2025  
VIA VIDEO CONFERENCE**

**I. CALL TO ORDER**

Chairman Gayle called the meeting to order for the Guam Solid Waste Authority (GSWA) Board of Directors' meeting at 1:01pm.

**II. ROLL CALL**

**Board Members:**

Andrew Gayle	Chairman
Minakshi Hemlani	Vice Chair
Peggy Denney	Secretary
Cora Montellano	Member

**Management & Staff:**

Irvin Slike	General Manager
Alma To	Assistant Comptroller
Roman Perez	Solid Waste Management Superintendent
Antoinette Martinez	Administrative Assistant
Shannon Taitano	GSWA Legal Counsel

**Guests:**

Harvey Gershman	GBB Federal Receiver Representative
Christopher Lund	GBB Federal Receiver Representative
Joyce Tang	Attorney for GBB Federal Receiver

**III. DETERMINATION OF PROOF OF PUBLICATION**

1st Publication with Guam Daily Post, Thursday, September 18, 2025  
2nd Publication with Guam Daily Post, Tuesday, September 23, 2025

**IV. APPROVAL OF AGENDA ITEMS**

Chairman Gayle inquired if the Board members had any issues with the agenda. There were no Objections. The agenda was approved unanimously.



## **V. APPROVAL OF MINUTES**

Vice Chair Hemlani motioned to approve the minutes, and Secretary Denney seconded the motion. The motion passed unanimously and the minutes for the August 21, 2025 Board Meeting were approved.

## **VI. REPORTS**

### **a. RECEIVER REPORTS**

#### **i. RECEIVERSHIP UPDATE**

Attorney Joyce Tang began by reporting on the lawsuit against GWA and DB Insurance, noting the court's July 18, 2025 decision to deny GWA'S Motion to Dismiss. A court hearing is scheduled for October 30, 2025 @ 10am before Judge Barcinas, on GWA's Motion for Reconsideration, which was filed on July 28, 2025.

Attorney Tang provided an update on the Ordot Dump case, also known as the "Consent Decree" Case (CV 02-00022). She reported that the Receiver filed a Request for Status Hearing regarding Mediation on September 18, 2025. Essentially, the Receiver is requesting for the court to order mediation for resolution of the case. The Receiver requests for the appointment of a decision maker for the Government of Guam who will hold the authority to bind the government, as well as invite and permit the Governor of Guam to participate in the mediation. Attorney Tang will provide an update when available.

Receiver Representative Lund reported on the status of leachate flow and SEEP investigations. He highlighted key milestones in the data collection process, which included the selection of borehole locations and monitoring wells, securing the permits from GEPA to initiate drilling, the selection of the contractor for drilling, and receiving the information needed in the past week and a half to refine the selection of borehole locations. Biweekly discussions are ongoing as needed, to which the information from these meetings are shared with the Tech Team which includes GSWA, GEPA, and US EPA. Representative Lund reported on the anticipated next steps, which include drilling of the boreholes to initiate the data collection, construction and development of wells, initiation of permeability tests, and Water Quality sampling for the wet season. This will be repeated next year during a dry season event. Lastly, he stated that the Draft Technical Memo submission to US EPA is anticipated within 11 months of initiating these field activities.

Representative Lund moved on to report on the leachate volumes for August 2025. He reported that there were approximately 33,000 gallons per day of leachate flow treated, as well as 13 inches of rainfall for August. He reiterated that from May 2023, after Typhoon Mawar, all leachate has been sent to GWA for treatment and there are



no longer any releases from the facility. Detry has not been used, except for routine maintenance and ensuring that lines are clear. He stated that the data for August being reported comes from the airport, due to the weather station being inoperable for nine days at the end of August. Next, he reported an estimated amount of 4.5M total gallons of leachate were treated from January through August 2025, costing a total of \$77,239.47. As previously reported, GWA's meter had malfunctioned in January and February 2025. Both the GBB Receiver and GWA legal counsels have confirmed that the invoices for these months will match agreed upon leachate flow records, which were supplied to GWA by the Receiver. Representative Lund then reported that another GWA meter malfunction was recently detected earlier in the current week. The GWA meter would record for a few minutes, error light would come on, then eventually stop recording. He mentioned that the flow meter board was replaced, however, the same issue occurred. GWA is on-site as of September 25, 2025 to replace the flow meter involved.

Next, Representative Lund reported on routine and non-routine operations conducted by the Receiver for August 2025. The routine operations include a monthly summary report on Ordot Dump, which is provided to GEPA and GSWA as part of GEPA's permit requirements. He reported on non-routine operations, highlighting the storm swale repair construction which was completed at four locations, with the final contract closeout and documentation pending. He reported on the ongoing Soil Vapor Extraction at the Ordot Dump. GEPA approved the drilling permit on September 2, 2025, followed by the installation of two vertical gas wells from September 15 – 19, 2025. Daily updates were provided to GSWA and GEPA during this process.

Next, Representative Gershman reported on the remaining consent decree requirements. Upon completion of the additional data collection requested by US EPA, the Cessation Certification will be submitted. GM Slike reported that GSWA's portion of the SEP Report was submitted on September 8, 2025 and was informed that if the report was complete and ready for approval, a 45-day turnaround period is to be expected. Currently, US EPA has not provided an update.

Lastly, Representative Gershman reported on the status of the Post-Closure Accounts. He stated that funds were transferred to the TDOA or "checkbook" account for payment of bills in September. As of August 31, 2025, the balance of this account was \$511,994.58. He shared that both investment accounts continue to accrue interest, and total of all three accounts at the end of August 2025 is \$39,027,755.76.



**a. MANAGEMENT REPORTS**

**i. OPERATIONAL UPDATE**

GM Slike reported on his findings for the benefits of electric trucks versus diesel powered trucks. He shared that electric trucks would operate at about half the cost per mile, as well as complete a full route before having to dump waste, as opposed to the diesel trucks which would take multiple trips before completion of a route.

He reported on the progress of testing the current market to ship crushed vehicles. GSWA had used both an on-island and off-island vendor, finalizing the project earlier in the week. The off-island vendor was able to take 13 vehicles with a cost of \$361.53 per vehicle. The on-island vendor was able to take 25 vehicles with a cost of \$200.00 per vehicle.

Next, GM Slike mentioned that he commented on the Island Sustainability Report prepared by Bureau of Statistics and Plans. He noted in 2022, 30% of the respondents were in favor of a Waste to Energy facility to handle solid waste, and resurveyed in 2024-2025. He suggested it was time to include capital and operational costs for a waste energy plant into a detailed rate model. This way, GSWA could forecast what fees would be needed to support it. Furthermore, he suggested it was time to develop a 10-year solid waste plan inclusive of five chapters. These include goals and objectives to be achieved within 10 years, an assessing what capacities currently exist to handle solid waste, a review of available technology including associated costs and benefits, selecting appropriate solutions and lastly, developing an implementation plan.

GM Slike proceeded to present options for the purchasing of trash carts for the implementation of Island Wide Collection, costing an estimated \$4M. In the event the only option would be to purchase these carts without reimbursement, GM Slike stated the need to raise the residential collection rate to \$40.00 for the next two years. He discussed the current fund balance of \$4.4M, but does not recommend using these funds for the purchase. He cautioned the Board that these funds should be on reserve for any unforeseen costs for GSWA. Chairman Gayle inquired about how Ordot Dump operational costs would be maintained when the Receiver ceases to fund it. GM Slike responded that the RCRA Trust Fund accrues a couple hundred thousand per month in interest, of which a portion may be budgeted for Ordot's monthly operational costs. He believes GSWA could use this same method to fund \$2M towards the cart purchase. He is currently working with GEPA to request using the Revolving Recycling Fund to fund the other \$2M for the cart purchase. Chairman Gayle stressed developing a plan for the implementation of Island Wide Collection, with identifying the new customer base as the first priority.





GM Slike reported on the Absenteeism Rate of GSWA Operations staff for August, noting that the percentage for approved leave has improved, decreasing the percentage of unexcused absences. He reported that daily collections are being completed, with no delays.

GM Slike proceeded to report on Customer Service performance indicators, noting a 23% declination of the call answer rate and average wait time of over 7 minutes. There has been an increase of 1,000 new customers impacting the walk-in rate. Chairman Gayle emphasized a need for a consistent five or six Customer Service Representatives to improve customer call answer rate. GM Slike responded that the hiring of new CSRs is ongoing.

**ii. FINANCIAL REPORT**

GM Slike reported that expenditures for August were at a 3% increase, stemming primarily from disposal costs. He mentioned the upcoming expiration for contractual employees for FY25, resulting in the funding decrease in this category. Secretary Denney inquired about GSWA's ability to hire necessary personnel for operational needs once the contract for temporary staffing expires. GM Slike replied that Chief of Administration Alicia Fejeran is working to procure temporary staffing services, which will be used based on the agency's needs. The cost of this procurement does not require PUC approval.

GM Slike presented the commercial tonnage data, cautioning the Board about revenue projection in this category. Currently, the data reflects a windfall in revenue from the soil coming from Dededo Transfer Station. Lastly, he stated that currently, there is an estimated 22,000 GSWA customers and revenue from bio-solids are fairly stable.

**b. LEGAL COUNSEL'S REPORT**

Attorney Shannon Taitano stated that the Public Utilities Commission has approved the rate increase petition. She requested to table the GSWA Board Resolution No. 2025-009 relative to the Collective Bargaining Agreement between GSWA and the Guam Federation of Teachers. GSWA is currently awaiting a response from GFT, after her review and suggestions were communicated. Next, she reported that a first draft of proposed rules has been circulated relative to the implementation of the Island Wide Collection. She noted amendments can be made if needed, following the review of existing rules and establishment of the new customer base for IWC is completed. She stated by law, these proposed rules must be passed. Chairman Gayle recommended to hold a stakeholder meeting for review and discussion of the proposed rules. Attorney Taitano also mentioned



that default approval does not apply to the Island Wide Collection, and by law, affirmative approval from the legislature is required.

**c. COMMITTEE REPORTS**

Vice Chair Hemlani stated that the annual review for GM Slike is near completion and will be ready by the next Board meeting.

**VII. UNFINISHED BUSINESS**

**a. RATE CASE WITH PUBLIC UTILITIES COMMISSION**

Chairman Gayle shared that the rate increase has been approved by the PUC.

**b. ISLAND WIDE TRASH COLLECTION INITIATIVE**

Chairman Gayle stated moving forward, a high-level project plan regarding IWC is to be presented at each Board meeting. This plan should include goals and the requirements and timelines to complete each goal. He noted upcoming tasks to include identifying the customer base, acquiring carts, and route studies.

**c. LAYON CELLS 1 AND 2 CLOSURE**

GM Slike reported that the engineering contract RFP is on hold with the Office of the Attorney General, as they require all procurement modules to be completed by GSWA staff. Currently, Procurement Module IV is not being offered by the Guam Community College resulting in the delay of this requirement. There are ongoing efforts to follow up with GCC periodically.

**d. SUCCESSION PLANNING**

GM Slike reported that the Assistant General Manager of Operations and Technical Support is currently advertised in SWANA, with a potential for on-island applicants. An update will be provided at the next Board meeting, if available.

**VIII. NEW BUSINESS**

**a. GSWA BOARD RESOLUTION NO. 2025-008 AUTHORIZING UPDATE TO GSWA BANK ACCOUNT SIGNATORIES**

Member Montellano suggested to add the current signatories and the amounts requiring two signatories to the resolution. Member Montellano made a motion to approve the resolution, with changes as stated. Vice Chair Hemlani seconded the motion, and it was passed unanimously.



- b. GSWA BOARD RESOLUTION NO. 2025-009 REGARDING THE APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN GSWA AND GFT**  
Tabled.

- c. GSWA BOARD RESOLUTION NO. 2025-010 RELATIVE TO THE ADJUSTMENT OF SALARY FOR GSWA COMPTROLLER KATHRINE KAKIGI**

This resolution is forthcoming, pending finalization to include suggestions provided by Attorney Taitano. GM Slike presented Comptroller Kakigi's evaluation, noting that her contract allows for up to a 5% increase with the Board's Approval. He highlighted her contributions in this evaluation period, which includes no audit findings, navigating the new financial system implemented by the Department of Administration, the creation of GSWA's trial balance for audit, establishing protocols for a new time-keeping system, being instrumental in the hiring the personnel for parts inventory, and equipment maintenance, currently implementing a pay-by-phone system, working with UFS to set up GSWA's rate increases, and lastly, providing an Actual vs. Budget analysis for the Board. In light of this, GM Slike recommends the 5% increase. All Board members with the exception of Member Oehlerking who was not in attendance of the meeting, echoed the same sentiment of Comptroller Kakigi's noteworthy performance. Vice Chair Hemlani moved to approve the 5% increase, seconded by Member Montellano. The resolution has passed unanimously.

#### **IX. COMMUNICATIONS AND CORRESPONDENCE**

None.

#### **X. PUBLIC FORUM**

None.

#### **XI. NEXT MEETING**

The next Board meeting is scheduled to be held on October 23, 2025 at 1:00pm via video conference.

#### **XII. ADJOURN**

Secretary Denney motioned to adjourn the meeting. Vice Chair Hemlani seconded the motion. The motion passed unanimously and the meeting was adjourned at 2:50pm.





# Guam SOLID WASTE RECEIVER



## Briefing for the GSWA Board



October 23, 2025

1:00 PM ChST





# Guam SOLID WASTE RECEIVER



## Receiver Topics

- I. Lawsuit Against GWA and DB Insurance in Superior Court
- II. GWA Billing Dispute
- III. Contractor's Case Third-party Rule 45 Subpoena Response
- IV. Receiver Request re: Mediation
- V. Cessation Certification
  - Status of the EPA Additional Work
- VI. Ordot Dump Operations
  - Leachate Status
  - Ongoing Routine and Non-Routine Operations
- VII. SEP Completion Report
- VIII. Ordot Dump Post-Closure Funds





# Guam SOLID WASTE RECEIVER



## I. Lawsuit Against GWA and DB Insurance in Superior Court

- Sept. 30, 2025 - Hearing on DB Motion to Dismiss (Decision is deferred pending GWA's Motion for Reconsideration on 11/19/25)
- November 19, 2025 - Hearing before Judge Barcinas on GWA's Motion for Reconsideration and Decision on DB Motion to Dismiss

Note: this matter has been requested to be part of mediation request







# Guam SOLID WASTE RECEIVER



## II. GWA Billing Dispute

- On 10/10/25 GWA informed GBB that "a credit is warranted for the disputed billings due to the meter readings registered and not due to any 'malfunctioning meter.'"
- After several follow up requests to GWA regarding the billing issue, on 10/10/25 GWA agreed to provide a "credit amount OR a firm date on when our amount can be communicated and the credit available."





# Guam SOLID WASTE RECEIVER



## III. Contractor's Lawsuit Third-party Rule 45 Subpoena Response

- Receiver's counsel met and conferred with Kelley Drye (GovGuam)
- Receiver objected generally to a fishing expedition requesting all documents related to the Ordot Dump project from the inception to the present
- Kelley Drye/GovGuam has a duty to minimize cost and burden to the Receiver and avoid duplicative productions, because they have these documents from other contractor defendant parties
- Receiver produced over thousands of pages of documents in response to the CERCLA subpoena
- Receiver agreed to search produce relevant communications design issues
- Kelley Drye declared an impasse at the meet and confer
- All costs incurred by Receiver to GovGuam's Rule 45 subpoena is billed to and paid by GSWA





# Guam SOLID WASTE RECEIVER



## IV. Receiver's Request Re: Mediation

- All Defendant Contractors (Brown & Caldwell, Geo-Logic, Black Construction, etc.) agreed to mediate as proposed by Receiver
- GovGuam to have a non-lawyer representative (Governor) present
- Private Mediator to mediate
- GovGuam's position regarding mediation:
  - Defendants to present Guam with a concrete settlement proposal in advance of the mediation;
  - Defendants to notify their insurers and invite their participation in the mediation;
  - all parties to attend mediation with representatives bearing authority to settle the cases; and
  - a limited stay in the cases through November 14, 2025
- Anticipate the Court will issue an order regarding global mediation







# Guam SOLID WASTE RECEIVER



## V. Cessation Certification Status of the EPA Additional Work

Special Report Intial Technical Approach – Additonal Investigation – to address the U.S. EPA requirements for additional data gathering, U.S. EPA and Receiver submitted Special Report, ECF 2189-1, May 8, 2025 and since that time have worked to implement the technical efforts which include the drilling of boreholes and installation of wells and water quality sampling

### Status of Additional Investigations for EPA requested Data

- Key milestones and activities Since May 8, 2025:
  - Permits secured from GEPA to initiate Drilling – Received September 2, 2025
  - Procurement of Driller – Contracted September, 2025
  - Borehole location refined with additional geophysical information gathered with GPR – Completed September 19, 2025





# Guam SOLID WASTE RECEIVER



## V. Cessation Certification (cont'd) Status of the EPA Additional Work

- Met with U.S. EPA to discuss technical issues re: Initial Investigation planning (Sept 24th latest)
- Ongoing bi-weekly discussions, as needed, and sharing of info with Technical Team (GEPA, USEPA, GSWA, Receiver) (Sept 25th latest)
- Ongoing and Anticipated next steps:
  - Initiated Drilling boreholes and collect borehole data – Start September 29
    - Three boreholes to be drilled. To date we have completed all boreholes – now need to ream and construct
  - Construct and develop wells - anticipated to start week immediately following drilling work completion at all three boreholes ( this week)
  - Permeability tests to be performed immediately following drilling work/well construction – anticipate to complete this week
  - Water Quality Sampling within approx. 45 days of Well construction/develop
- Draft Technical Memo anticipated submittal to EPA August/September 2026







# Guam SOLID WASTE RECEIVER



## V. Cessation Certification (cont'd) Status of the EPA Additional Work

- Site Visit by USEPA October 21, 2025





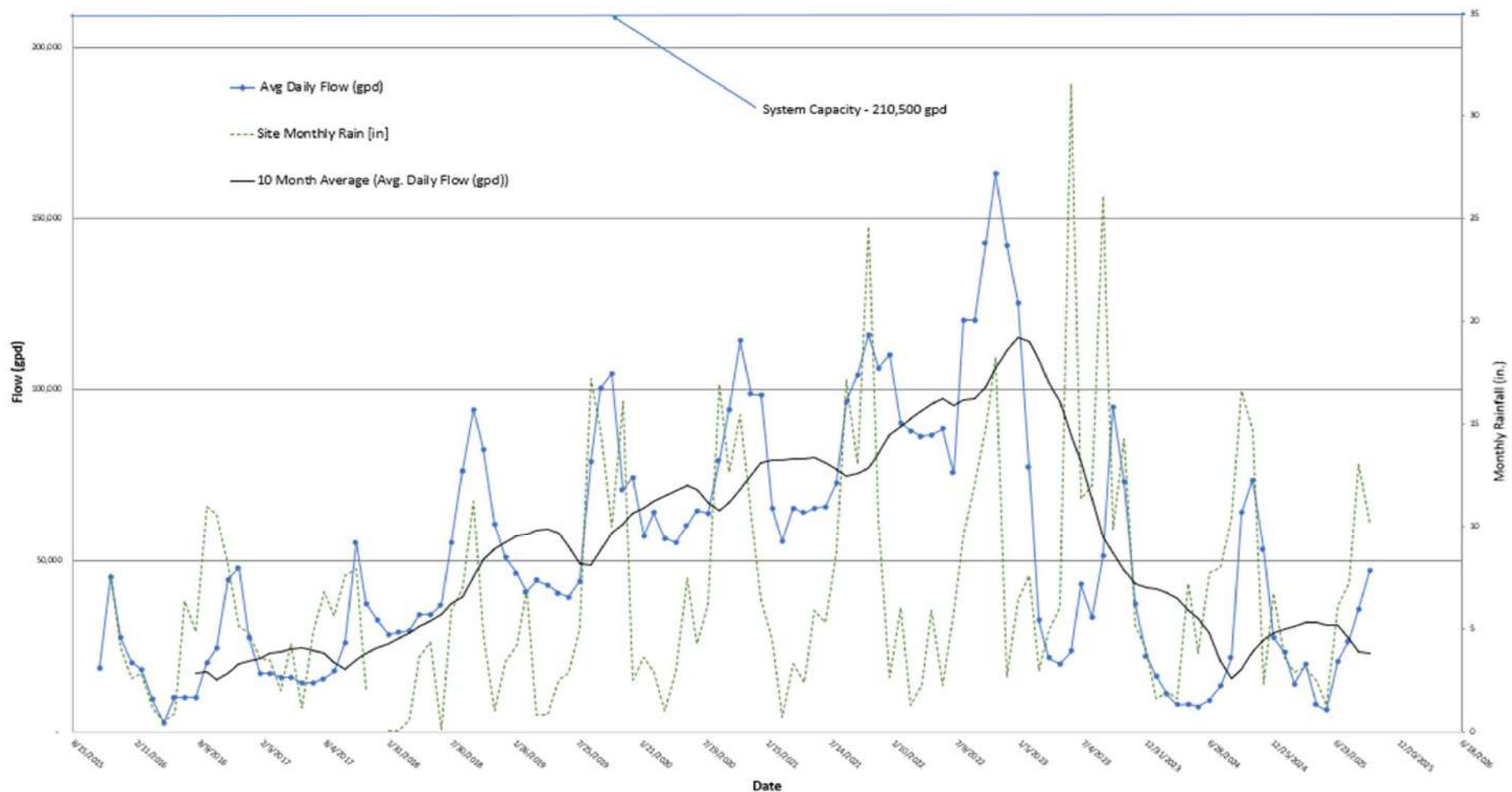


# Guam SOLID WASTE RECEIVER



## VI. Ordot Dump Operations Leachate Status (thru Sept 2025)

Daily Average Flow and Rainfall by Month Based on GWA Meter





# Guam SOLID WASTE RECEIVER



## VI. Ordot Dump Operations (cont'd) Leachate Status

- 2024 and 2025 leachate flows closer to the levels experienced in 2016 and 2017 after the repair of GWA Dero Road leaks in 2022
- These Dero Road leaks are no longer impacting the Ordot Dump Facility
- We continue to look for trends

Year	Leachate (Gallons)
2016	7,397,019
2017	8,518,884
2018	18,658,285
2019	23,952,805
2020	27,748,045
2021	30,040,379
2022 (GWA leaks repaired in December)	40,976,930
2023	15,870,700
2024	9,473,154
2025 (thru Sept)	5,830,169* (9 months)

\*Estimated due to GWA metering malfunction



# Guam SOLID WASTE RECEIVER



## VI. Ordot Dump Operations (cont'd) Leachate Status

### GWA Leachate Volume Treated and Treatment Cost

Year	Gallons	Cost \$
2022	40,976,930	\$1,126,653.88
2023	15,870,700	\$ 358,176.30
2024	9,473,154	\$ 152,382.65
2025 (thru Sept)	5,830,169*	\$ 98,398.00

\*Estimated due to GWA metering malfunction





# Guam SOLID WASTE RECEIVER



## VI. Ordot Dump Operations (cont'd) Ongoing Routine and Non-Routine Operations

- Ongoing Routine Operations
  - Monthly Summary Report Provided to GEPA as part of Permit Requirements (also provided to GSWA on a monthly basis)
- Non-Routine Operations
  - **Storm swale repair construction:** 4 locations repaired, construction completed, final contract closeout and documentation ongoing.
  - **Soil Vapor Extraction:** (System Modification to improve soil gas recovery.)
    - GEPA drilling permits approval Sept 2.
    - Mobilization of drilling contractor to site on Sept 15
    - Installed two vertical gas wells through Sept 19.
    - To be initiated - trenching and pipe work to be performed
- We provided daily updates on the drilling activities to GSWA, GEPA





# Guam SOLID WASTE RECEIVER



## VII. SEP Completion Report

- U.S. EPA has accepted GSWA's revised submission for meeting the Consent Decree Requirements – Letter dated October 1, 2025
- With the Receiver's portion previously accepted, this SEP condition of the Consent Decree can be considered fully completed
- SEP Status to be reported at next Court Status Hearing





# Guam SOLID WASTE RECEIVER



## VII. Ordot Dump Post-Closure Funds

Bank of Guam Account	Balances as of August 31, 2025	Balances as of September 30, 2025
TDOA Treasurer***3788	\$ 511,994.58	\$484,866.13
Investment 5159***	\$ 4,765,007.65	\$ 4,781,566.65
RCRA Trust 5175***	\$ 33,750,753.53	\$ 33,865,490.10
<b>Total</b>	<b>\$ 39,027,755.76</b>	<b>\$ 39,131,922.88</b>



# Guam SOLID WASTE RECEIVER



## *Si Yu'us Ma'ase*



**GBB**  
SOLID WASTE  
MANAGEMENT  
CONSULTANTS

*Gershman, Brickner & Bratton, Inc.*



## **October 23, 2025 Operations Report**

GSWA SEP report has been accepted by USEPA. Only the Cessation report by Receiver remains to complete Consent Decree

GSWA received word that both metal processors and shippers had no issues with the flattened cars that they received. No contamination issues.

Two new 20CY rear loaders have left port on October 15 and will be in service the first of November.



USEPA held an inspection/tour of the Ordot landfill on October 21.

GSWA will issue a bid to be paid out of capital funds to install an awning over the charging station located at the Layon Maintenance building.

GSWA is also requesting reimbursement of \$172,190.07 from the Recycling Revolving Fund.

GSWA has nine functioning large refuse trucks.

PACKER TRUCKS IN OPERATION (9)

OPERATIONAL:

6389, 6390, 6393, 6394, 5524, 5266, 7531, 7563, 7564

OUT OF SERVICE

7530, 6391, 5269



**REGION 9**

SAN FRANCISCO, CA 94105

October 1, 2025

Sent via Electronic Mail Only

Irvin Slike  
General Manager  
Guam Solid Waste Authority  
546 North Marine Corps Drive  
Tamuning, Guam 96913  
[irvin.slike@gswa.guam.gov](mailto:irvin.slike@gswa.guam.gov)

**RE: EPA ACCEPTANCE OF GUAM SOLID WASTE AUTHORITY'S SUPPLEMENTAL ENVIRONMENTAL PROJECT (SEP) COMPLETION REPORT**

Dear Irvin Slike,

The United States Environmental Protection Agency (EPA) received the Guam Solid Waste Authority's (GSWA's) Report Addendum to the Receiver's Supplemental Environmental Project (SEP) Completion Report ("SEP Report Addendum"), dated July 16, 2025. The SEP Report Addendum provides documentation of SEP activities conducted by GSWA that are intended to demonstrate compliance with the Consent Decree's<sup>1</sup> SEP requirement. GSWA prepared the SEP Report Addendum based on guidance provided by EPA in letters to GSWA dated May 9, 2025,<sup>2</sup> and June 25, 2025<sup>3</sup>.

Appendix 2 - SEP Cost Summary Spreadsheet of the SEP Report Addendum includes detailed cost documentation (e.g., purchase orders, amendments, invoices, and payment records) covering activities from October 2022 through October 2024. A detailed comparison of vendor entries, transaction totals, and Household Hazardous Waste (HHW) Facility Operation Cost values confirms that amounts and vendor costs match with the March 2025 cost summary approved during the internal GSWA/EPA review. EPA did not discover discrepancies. In addition, EPA appreciates your letter, dated September 4, 2025,<sup>4</sup> which provides clarification and additional supporting materials on the HHW Facility operations.

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<sup>1</sup> *United States v. Gov't of Guam*, Civil Case No. 02-00022 (D. Guam Filed February 11, 2004).

<sup>2</sup> Letter from Karen Ueno, EPA, to Irvin Slike, GSWA (May 9, 2025).

<sup>3</sup> Letter from Lucrina Jones, EPA, to Irvin Slike, GSWA (June 25, 2025).

<sup>4</sup> Letter from Irvin Slike, GSWA, to Lucrina Jones, EPA (September 4, 2025).

EPA has determined that further revision to the SEP Report Addendum is not needed. In accordance with Section VII, Paragraph 23 of the Consent Decree, EPA accepts GSWA's SEP Report Addendum, dated July 16, 2025, as clarified and further supported by GSWA's September 4, 2025, letter. With EPA's acceptance of GSWA's portion of the Consent Decree's SEP requirements, along with EPA's July 9, 2024<sup>5</sup> acceptance of the Receiver's portion of the Consent Decree's SEP requirements, EPA has determined that the Government of Guam's obligations under Section VII of the Consent Decree are satisfied.

EPA thanks GSWA and the Receiver for fulfillment of this Consent Decree task. If you have any further questions, please contact me at 415-972-3006 or [jones.lucrina@epa.gov](mailto:jones.lucrina@epa.gov), or have your attorney contact Jon Owens, at 415-972-3620 or [owens.jon@epa.gov](mailto:owens.jon@epa.gov).

Sincerely,



Digitally signed by LUCRINA JONES  
Date: 2025.10.01 17:33:03 -07'00'

Lucrina Jones, Project Manager  
States and Islands Cleanup Branch  
Superfund & Emergency Management Division

cc: Mr. Christopher Lund, Receiver GBB, [clund@gbbinc.com](mailto:clund@gbbinc.com)  
Ms. Michelle Lastimoza, Guam EPA, [michelle.lastimoza@epa.guam.gov](mailto:michelle.lastimoza@epa.guam.gov)  
Mr. Glenn San Nicholas, Guam EPA, [glenn.sannicolas@epa.guam.gov](mailto:glenn.sannicolas@epa.guam.gov)  
Ms. Kathrine Kakigi, GSWA, [katherine.kakigi@gswa.guam.gov](mailto:katherine.kakigi@gswa.guam.gov)  
Mr. Jamie MacAyeal, ENRD DOJ, [Jamie.Macayeal@usdoj.gov](mailto:Jamie.Macayeal@usdoj.gov)

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<sup>5</sup> Letter from Karen Ueno, EPA, to Christopher Lund, Receiver GBB (July 9, 2024).

OPERATIONS ACCOUNTABILITY REPORT	GOVGUAM			PHR		
	JUL	AUG	SEP	JUL	AUG	SEP
Total Employees:	30	26	27	8	8	9
Approved Leave	54	24	26	9	8	3
Unexcused Absence	50	46	57	22	25	22
Total absences	104	70	83	31	33	25
Absentee rate	15.1%	12.8%	14.0%	16.8%	19.6%	12.6%
Unplanned Leave (< 1 week notice)	60	57	69	22	25	22
Planned Leave (> 1 week notice)	44	13	15	9	8	3
Mass Callouts > 15% of employees (in days)	11	11	11	8	13	7

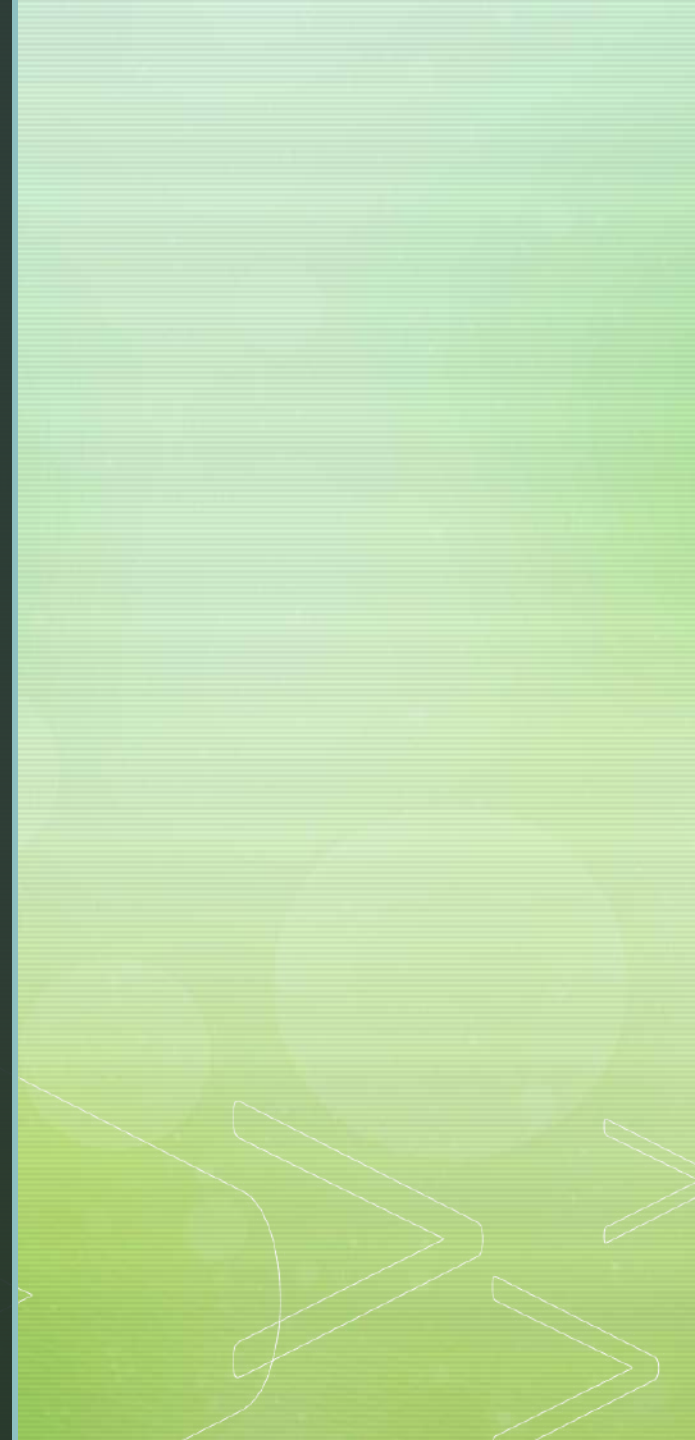


PERFORMANCE INDICATORS												
RESIDENTIAL TRASH COLLECTION:	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sept 2025	DIFFERENCE
NO. OF TRASH COLLECTIONS:	86,284	86,364	86,636	87,060	87,408	88,000	87,964	87,980	87,908	88,020	88,388	368
MISSED SERVICE:	263	296	440	308	360	454	544	431	291	362	381	19
CUSTOMER SERVICE:												
EMPLOYEE COUNT (PHONES):	2	2	2	2	2	2	2	2	1	1	2	1
EMPLOYEE COUNT (WALK IN):	2	2	2	2	2	2	1	2	1	1	1	0
EMPLOYEE COUNT (EMAILS & SUPERVISION):	1	1	1	1	1	1	1	1	1	1	1	0
TOTAL EMPLOYEE COUNT:	5	5	5	5	5	5	4	5	3	3	4	1
TOTAL WALK-INS:	670	921	1028	886	931	922	858	884	969	1,088	929	(159)
CALLS RECEIVED:	3,094	3,664	4,214	3,673	3,753	4,171	4,839	4,384	5,758	5,046	4,259	(787)
CALLS ANSWERED:	2,248	2,532	2,955	2,524	2,584	2,553	2,244	2,881	1,930	1,165	1,802	637
CALLS ABANDONED	844	1,103	1,221	1,149	1,169	1,618	2,681	1,503	3,828	3,876	2,457	(1,419)
ANSWER RATE:	73%	69%	70.10%	69.00%	69%	61%	46%	66%	34%	23%	42%	19%
AVERAGE WAIT TIME:	0:01:58	0:02:29	0:02:36	0:02:50	0:02:30	0:03:35	0:05:33	0:03:18	0:06:49	0:07:43	0:05:52	(0:01:51)
AVERAGE HANDLE TIME:	0:02:41	0:02:41	0:02:43	0:02:54	0:02:45	0:02:39	0:02:37	0:02:38	0:03:18	0:03:27	0:03:14	(0:00:13)
AVERAGE TIME TO ABANDONMENT:	0:01:44	0:02:56	0:03:19	0:03:37	0:02:29	0:04:11	0:05:40	0:03:43	0:06:13	0:06:56	0:05:40	(0:01:16)

**Guam Solid Waste Authority**



# September 2025 Financial Reports



# Guam Solid Waste Authority

## Operating Budget Revenues (Unaudited)

	SEPTEMBER			YEAR TO DATE		
	Budget	ACTUAL		Budget	ACTUAL	
		FY2025	FY2024		FY2025	FY2024
Revenues:						
Commercial Fees (Large)	939,300	955,886	954,644	10,506,710	10,605,271	11,965,546
Others - Government/Commercial Fees	64,006	142,927	109,683	768,071	1,554,157	1,552,592
Residential Collection Fees (net 3%)	654,062	691,981	674,646	7,848,739	7,840,533	7,898,814
Special Waste	27,000	33,632	20,813	324,000	4,598,735	2,722,457
Host Community Fees	33,641	33,641	32,392	475,882	475,882	460,445
Other Revenues	36,650	40,241	35,194	439,803	613,639	440,179
Interest Income/Investment Earnings	2,083	3,302	3,181	25,000	60,425	63,532
Budget Additional Revenues/PY Revenues	-	-	-	-	-	-
Total Revenues	<b>1,756,742</b>	<b>1,901,610 </b>	<b>1,830,553 </b>	<b>20,388,205</b>	<b>25,748,642 </b>	<b>25,103,565 </b>
Other financing sources: Transfers In-Recycling Fund	33,333	33,333	33,333	400,000	400,000	385,624
Total revenues and other financing sources	<b>1,790,075</b>	<b>1,934,943 </b>	<b>1,863,886 </b>	<b>20,788,205</b>	<b>26,148,642 </b>	<b>25,489,189 </b>



# Guam Solid Waste Authority

## Operating Budget Expenditures (Unaudited)

		SEPTEMBER			YEAR TO DATE					
			ACTUAL			ACTUAL				
		Budget	FY2025	FY2024	Budget	FY2025	FY2024			
Expenditures by Object Class:										
Salaries and wages - regular	300,638	334,998	⬆	267,566	⬆	2,806,893	2,808,103	⬆	2,542,413	⬆
Salaries and wages - overtime	18,513	34,714	⬆	23,517	⬆	259,289	276,255	⬆	261,073	⬆
Salaries and wages - fringe benefits	131,162	147,841	⬆	113,352	⬆	1,259,194	1,259,589	⬆	1,041,814	⬆
Contractual services	924,330	926,538	⬆	1,067,104	⬇	11,918,934	11,743,288	⬇	13,403,547	⬇
Receiver	-	59,000	⬆	60,622	⬇	-	745,313	⬆	1,214,128	⬇
Travel	-	-	➡	-	➡	24,575	35,565	⬆	20,253	⬆
Supplies	43,333	54,746	⬆	35,701	⬆	540,000	516,518	⬇	451,655	⬆
Supplies - vehicles	47,500	16,688	⬇	41,779	⬇	570,000	563,397	⬇	389,927	⬆
Drug testing	167	308	⬆	-	⬆	2,000	2,096	⬆	1,947	⬆
Equipment	-	-	➡	-	➡	5,305	1,260	⬇	5,950	⬇
Utilities	16,023	12,269	⬇	15,081	⬇	192,276	158,649	⬇	166,495	⬇
Capital Outlay	12,900	12,900	➡	-	⬆	406,796	406,796	➡	-	⬆
Miscellaneous	18,203	44,255	⬆	10,445	⬆	218,438	218,373	⬇	372,914	⬇
Reserves	16,667	16,667	➡	16,667	➡	200,000	200,000	➡	200,000	➡
Transfers out to Host Community Fund	46,877	33,641	⬇	32,392	⬆	475,882	475,882	➡	460,445	⬆
Transfers out to General Fund (Debt Service-Cell3)	249,708	254,167	⬆	254,000	⬆	2,996,500	3,049,833	⬆	3,047,833	⬆
Transfers out to Ordot Dump Reserve Fund (RCRA)	-	-	➡	-	➡	-	-	➡	-	➡
Total Expenditures	1,826,021	1,948,732	⬆	1,938,226	⬆	21,876,082	22,460,917	⬆	23,580,394	⬇

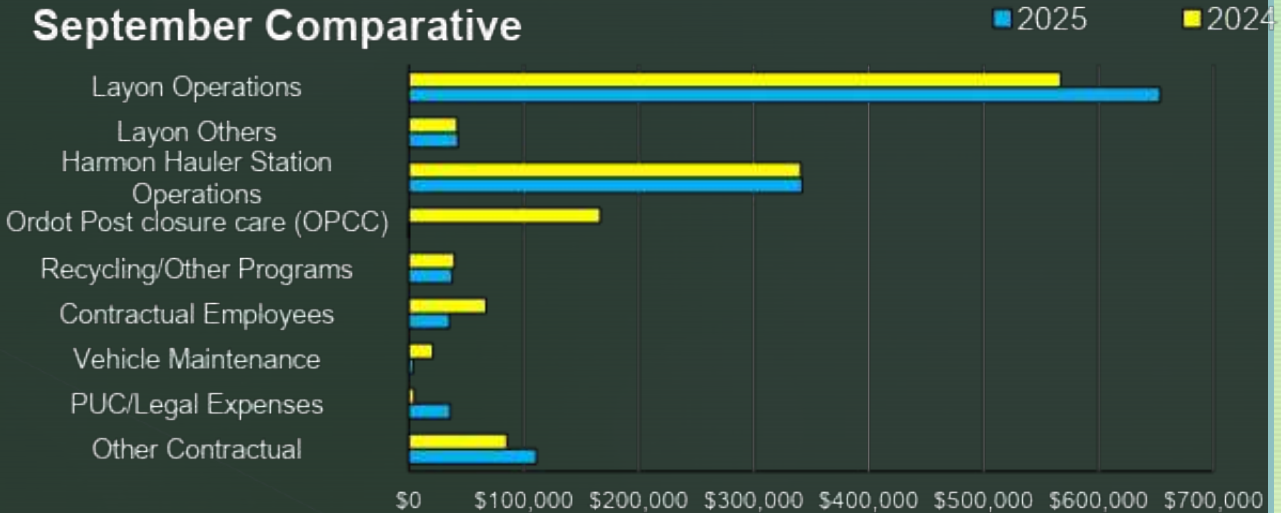
## Guam Solid Waste Authority Contractual Services Comparative

<u>SEPTEMBER</u>	<u>2025</u>	<u>2024</u>
Layon Operations	\$ 362,906	\$ 359,106
Layon Others	42,879	41,979
Harmon Hauler Station Operations	347,214	338,912
Ordot Post closure care (OPCC)	-	166,667
Recycling/Other Programs	67,923	35,960
Contractual Employees	47,221	73,820
Vehicle Maintenance	4,978	26,729
PUC/Legal Expenses	10,140	2,420
Other Contractual	<u>43,277</u>	<u>21,511</u>
	<u>\$ 926,538</u>	<u>\$ 1,067,104</u>

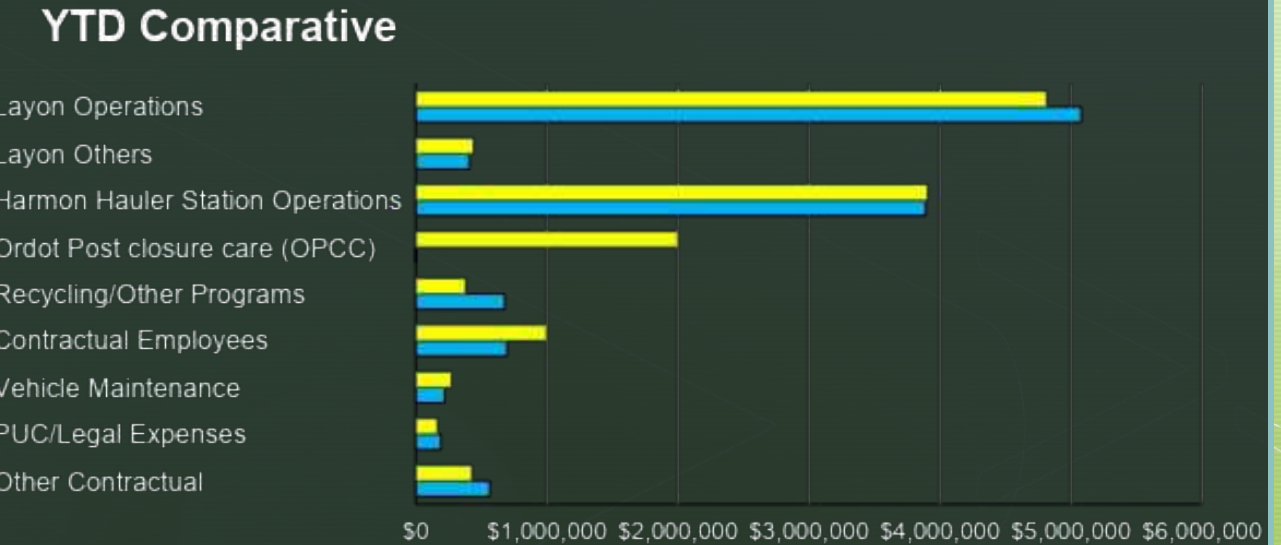
  

<u>YEAR TO DATE - SEPTEMBER</u>	<u>2025</u>	<u>2024</u>
Layon Operations	\$ 5,081,058	\$ 4,814,555
Layon Others	411,872	440,515
Harmon Hauler Station Operations	3,892,767	3,905,676
Ordot Post closure care (OPCC)	-	2,000,000
Recycling/Other Programs	679,951	380,289
Contractual Employees	698,628	997,540
Vehicle Maintenance	220,589	271,082
PUC/Legal Expenses	192,220	164,949
Other Contractual	<u>566,203</u>	<u>428,941</u>
	<u>\$11,743,288</u>	<u>\$ 13,403,547</u>

### September Comparative



### YTD Comparative





# Guam Solid Waste Authority

## Fund Balance as of September 30, 2025 (Unaudited)

	Operational Fund	Ordot Post-Closure Fund	Total	Ordot Dump PCC Reserve (RCRA) Trust Fund
Fund Balance, September 30, 2024, Audited	7,254,928	7,851,556	15,106,484	30,715,554
Add: Revenues/Other Sources:	26,148,642	207,065	26,355,707	1,403,306
Transfers In- SWOF	-	-	-	1,746,630
	26,148,642	207,065	26,355,707	3,149,936
Less: Expenditures/Reserves:	22,460,917	1,722,237	24,183,154	-
Transfers Out - OPCC Reserve Fund	-	1,746,630	1,746,630	-
	22,460,917	3,468,867	25,929,784	-
Net Operating Budget	3,687,725	(3,261,802)	425,923	3,149,936
Add back:				
Layon Reserves	200,000	-	200,000	-
<b>Total Net change in Fund Balance</b>	<b>3,887,725</b>	<b>(3,261,802)</b>	<b>625,923</b>	<b>3,149,936</b>
Ending Fund Balance, September 30, 2025 (Unaudited)	11,142,653	4,589,754	15,732,407	33,865,490
<b>Cash Balance, Sept 30, 2025:</b>				<b>33,865,490</b>
<b>GEPA approved Post-Closure Cost Estimate 2025 adjustment due:</b>				<b>33,247,769</b>
<b>Excess as of Sept 30, 2025</b>				<b>617,721</b>

### Notes:

- On February 9, 2024, Public Law 37-64 established the Ordot Dump Reserve Fund.
- Eligible costs includes the closure and maintenance of Ordot Dump and the opening and recent expansion of the Layon Landfill. Also included are monitoring, testing, ensuring compliance with permits and laws, litigation fees and costs, consultant fees, and fees and costs to ensure compliance with permits.
- Expenditures attributable to costs of administering the Fund including administrative support to GSWA.
- July 30, 2024, \$30,579,439 was deposited to DOA Ordot Settlement Fund - \$30,579,439.
- On September 20, 2024 DOA authorized BOG to transfer \$30,715,554 to the Ordot PCC Reserve account.
- Approved post-closure cost estimate for 2024 is \$32,462,184.24.
- On April 30, 2025, the 2025 annual inflation amount due is \$785,584.86.



## Guam Solid Waste Authority Operating Balance Sheet (Unaudited) As of September 30, 2025 and 2024

	As of 30-Sep-25	As of 30-Sep-24	Change	
<b>ASSETS</b>				
Cash and cash equivalents, unrestricted	8,733,228	5,419,275	3,313,953	61%
Cash and cash equivalents, restricted	484,866	1,097,107	(612,241)	-56%
Investments, Restricted	4,781,567	7,371,131	(2,589,564)	-35%
Receivables, net:				
Tipping Fees	3,513,477	3,659,475	(145,998)	-4%
Due from Recycling Revolving Fund	172,190	206,928	(34,738)	-17%
Due from other Funds	3,430,091	-	3,430,091	100%
<b>Total assets</b>	<b>21,115,419</b>	<b>17,753,916</b>	<b>3,361,503</b>	<b>19%</b>
<b>LIABILITIES AND FUND BALANCES (DEFICIT)</b>				
<b>Liabilities:</b>				
Accrued payroll and other	1,765,535	1,525,047	240,488	16%
Due to other funds	3,361,136	1,074,209	2,286,927	213%
Deferred revenue	232,651	-	232,651	100%
Deposits and other liabilities	23,691	48,177	(24,486)	
<b>Total liabilities</b>	<b>5,383,013</b>	<b>2,647,433</b>	<b>2,735,580</b>	<b>103%</b>
<b>Fund balance (deficit):</b>				
Restricted, OPCC	4,589,754	7,851,556	(3,261,802)	-42%
Assigned	11,142,653	7,254,928	3,887,725	54%
<b>Total fund balance (deficit)</b>	<b>15,732,407</b>	<b>15,106,484</b>	<b>625,924</b>	<b>4%</b>
<b>Total liabilities and fund balances (deficit)</b>	<b>21,115,419</b>	<b>17,753,916</b>	<b>3,361,503</b>	<b>19%</b>

**Note:**

This report is based on preliminary month end numbers and is subject to change based on DOA updates and accounting adjustments.

# Guam Solid Waste Authority

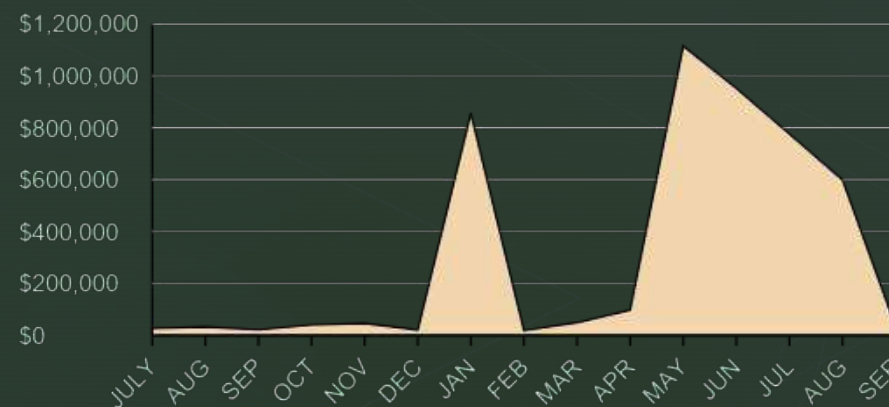
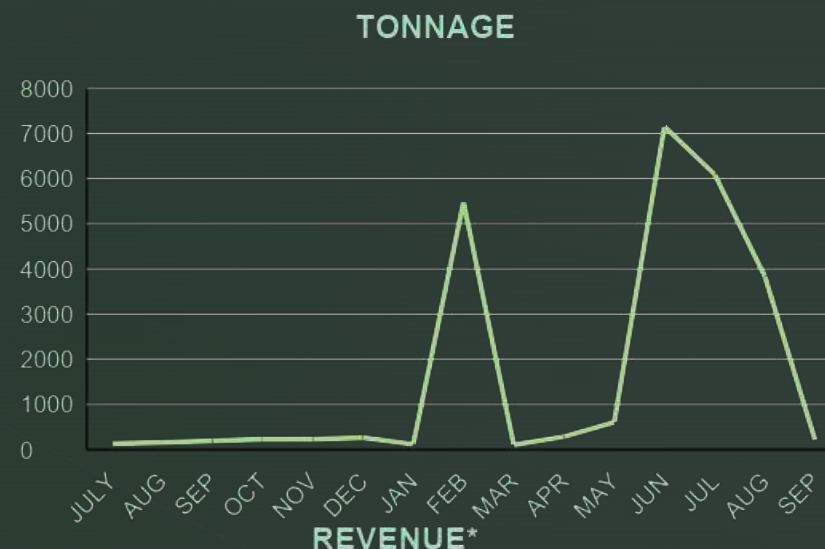
## ► Tonnage and Special Waste Revenue Report

July 2024 – September 2025

Fifteen (15) Months

Month	Revenue*	Special Waste Type by Tons			
		Treated wood	Asbestos	Regulated Soil	TOTAL Tonnage
Jul	\$ 26,159	157.50	-	-	157.50
Aug	\$ 32,161	196.21	-	-	196.21
Sep	\$ 20,813	121.73	-	-	121.73
Oct	\$ 39,573	234.14	-	-	234.14
Nov	\$ 44,927	269.70	-	-	269.70
Dec	\$ 20,195	120.87	-	-	120.87
Jan	\$ 855,691	101.86	12.95	5,360.97	5,475.78
Feb	\$ 17,558	99.74	5.22	-	104.96
Mar	\$ 48,225	289.07	-	-	289.07
Apr	\$ 96,662	194.80	2.82	409.78	607.40
May	\$1,115,258	146.92	2.47	6,996.50	7,145.89
Jun	\$ 952,359	167.47	37.07	5,888.03	6,092.57
Jul	\$ 776,441	152.41	14.31	4,801.86	4,968.58
Aug	\$ 598,214	152.96	0.01	3,679.76	3,832.73
Sep	\$ 33,632	207.85	-	-	207.85

\*Revenue is net of discounts and HCBF.





# Guam Solid Waste Authority

## Commercial Tonnage and Revenues (in thousands) Fifteen (15) Months

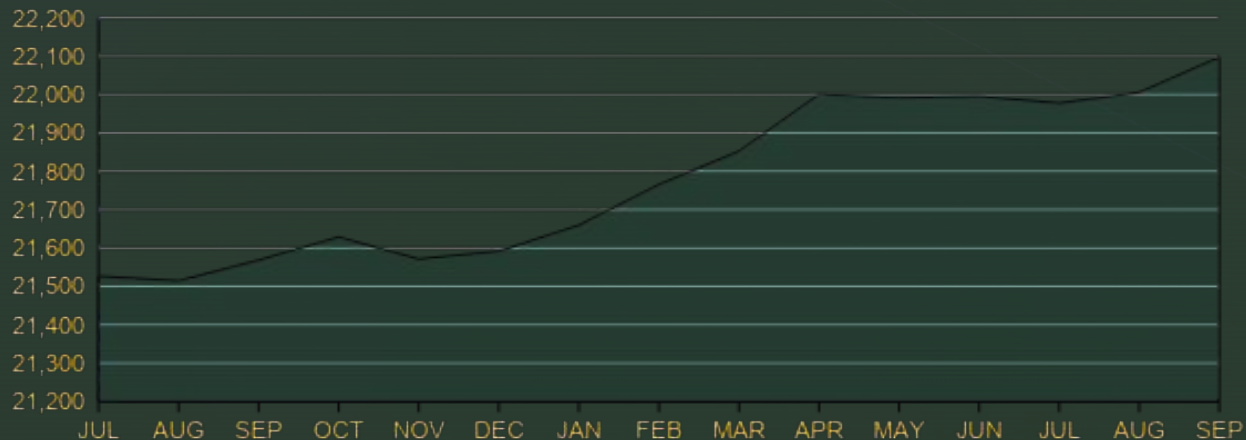
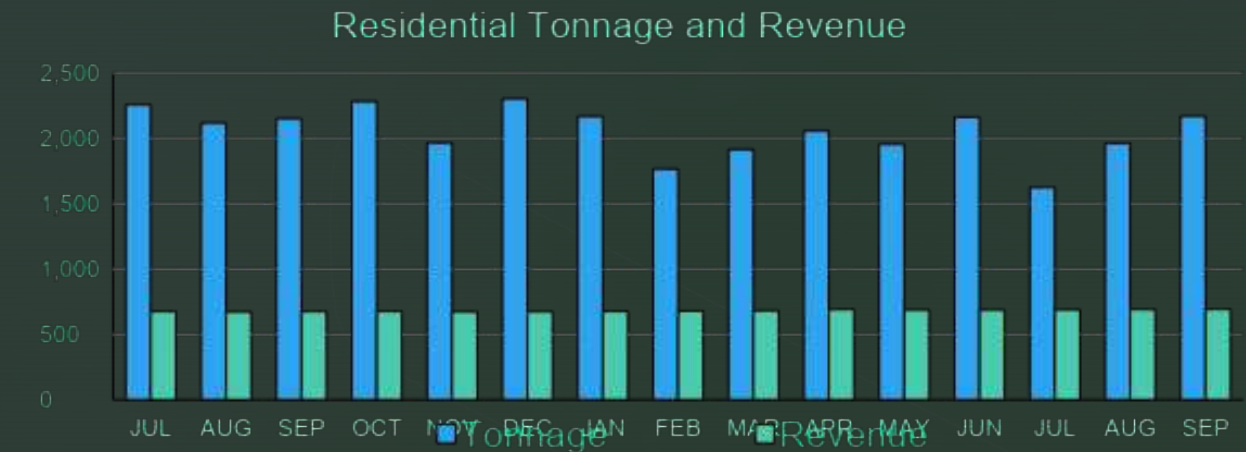


Month	Revenues*	Tonnage
Jul	\$ 899.71	5,668.75
Aug	\$ 977.17	6,159.07
Sep	\$ 954.64	6,016.75
Oct	\$ 986.60	6,213.61
Nov	\$ 859.96	5,418.31
Dec	\$ 875.11	5,517.61
Jan	\$ 851.04	5,367.30
Feb	\$ 735.42	4,641.30
Mar	\$ 849.40	5,377.18
Apr	\$ 806.94	5,109.77
May	\$ 838.26	5,307.00
Jun	\$ 885.24	5,595.06
Jul	\$ 990.75	6,261.08
Aug	\$ 970.69	6,153.73
Sep	\$ 955.89	6,030.28

\*Revenues (in thousands) are net of discounts and HCBF.

# Guam Solid Waste Authority

## Residential Revenue (in thousands) & Tonnage Fifteen (15) Months



Month	Revenue*	Customer count	Tonnage
Jul	\$ 675.3	21,526	2,256.29
Aug	\$ 671.8	21,514	2,117.92
Sep	\$ 674.6	21,568	2,150.92
Oct	\$ 675.8	21,628	2,283.35
Nov	\$ 672.9	21,571	1,966.02
Dec	\$ 674.4	21,591	2,302.68
Jan	\$ 675.6	21,659	2,167.56
Feb	\$ 679.0	21,765	1,766.11
Mar	\$ 682.1	21,852	1,914.90
Apr	\$ 691.4	22,000	2,056.56
May	\$ 687.1	21,991	1,954.47
Jun	\$ 686.6	21,995	2,161.79
Jul	\$ 688.0	21,977	2,380.24
Aug	\$ 690.9	22,005	1,968.60
Sep	\$ 692.0	22,097	2,169.51

\*Revenue (in thousands) is net of discounts and HCBF.



# Guam Solid Waste Authority

## Guam Waterworks Authority Biosolids

### Twelve (12) Month Comparative



Month	2025	2024
Oct	\$ 110,099	\$ 80,266
Nov	\$ 108,491	\$ 82,601
Dec	\$ 107,417	\$ 104,520
Jan	\$ 104,250	\$ 96,030
Feb	\$ 94,373	\$ 95,429
Mar	\$ 114,236	\$ 98,195
Apr	\$ 116,839	\$ 85,019
May	\$ 94,351	\$ 103,850
Jun	\$ 100,439	\$ 86,527
Jul	\$ 115,332	\$ 84,817
Aug	\$ 119,308	\$ 88,352
Sep	\$ 123,966	\$ 84,595

# Guam Solid Waste Authority

## Key Indicators – September 30, 2025

Indicators	Target	July 2025	Aug 2025	Sept 2025
Days in Cash (Net Reserves)	90	76	87	89
Residential Collection Rate:				
* Month to Date	98%	98%	98%	96%
* Year to Date	98%	99%	100%	99%
Commercial/Govt/Others Collection Rate:				
* Month to Date	98%	101%	107%	152%
* Year to Date	98%	95%	96%	100%
Account Receivable Days	60	75	68	60
Residential Customers	21,691	21,977	22,005	22,097
Trucks Procured/Purchased - FY2023	6	5	5	5
Trucks Procured/Purchased - FY2024	4	4	4	4
Trucks Procured/Purchased - FY2025	4	3	3	3
Trucks Not Delivered	7	7	5	5
Contamination Rate	25%	91%	84%	93%



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN SLIKE**  
General Manager



## ISLAND-WIDE COLLECTION (IWC) IMPLEMENTATION as mandated under Public Law 38-39

### STRAW PLAN

#### Overview of Project

- I. Establishment of MOA with Guam Waterworks Authority (GWA)**
- II. Development of Customer Collections/Enforcement Process**
- III. Revision of GSWA Operating Rules and Regulations**
- IV. Procurement of Trash Carts**
- V. GIS/Database Cleanup and Route Development**
- VI. Implementation of 5-day Trash Collection Schedule**
- VII. Projected Costs**
- VIII. Timeline**

#### **I. Establishment of MOA with Guam Waterworks Authority (GWA)**

**Assigned:** Kathy Kakigi and Alma To

- Establish MOA for coordinated customer registration and data sharing to support mandatory collection.
- Estimated dates: October - December 2025.

#### **II. Development of Customer Collections/Enforcement Process**

**Assigned:** Kathy Kakigi and Alma To

- Develop strategies to manage non-paying customers once mandatory service begins.
- Collaborate with the Department of Revenue and Taxation to identify feasible collection and enforcement solutions.

#### **III. Revision of GSWA Operating Rules and Regulations**

**Assigned:** Alicia Fejeran with GSWA Legal Counsel



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**IRVIN SLIKE**  
General Manager



- Revise GSWA's Operating Rules and Regulations to include provisions for mandatory collection.
- Target for final draft: January 26, 2026, allowing time for processing under the Administrative Adjudication Act (AAA) (6–12-month process).
- Expected approval: as early as July 2026, but no later than January 2027 (prior to cart delivery).

## IV. Procurement of Carts

**Assigned:** Alicia Fejeran

- Initiate procurement in January 2026 to allow sufficient time for Attorney General phase review and Public Utilities Commission (PUC) approval in accordance with the Contract Review Protocol.
- Estimated vendor initial delivery of carts to GSWA to begin December 2026 through January 2027, with staggered shipments.

## V. GIS/Database Cleanup and Route Development

**Assigned:** Roman Perez and Nelson Beltran

- Obtain GIS and mapping data from the Bureau of Statistics and Plans (BSP) and Department of Public Works (DPW) to align GSWA's customer database with updated address standards.
- Consider procurement of a GIS Consultant to support route development (under review by Irvin).
- Target date for completion of Database Cleanup and Route Development: April 2026
- Newly hired staff will assist in verifying and updating customer records.

## VI. Implementation of 5-Day Collection Schedule and Visual On-Route (VOR) System

**Assigned:** Roman Perez, Nelson Beltran

- Upon completion of the database cleanup and route development expected in April 2026, GSWA will transition from a 4-day to a 5-day collection schedule.





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**IRVIN SLIKE**  
General Manager



- Implementation will include implementation of the Visual On-Route (VOR) system, with tablets installed in each truck to display assigned routes, identify customer stops, and track collection progress.
- Customer Notification and Advertising: Public outreach will begin April 2026 to inform customers of their new collection day through billing inserts, public notices, and GSWA website.

The website will include a “Find My Collection Day” feature allowing customers to look up their service schedule.

- The new 5-day collection schedule will officially begin in May 2026.

## VII. Projected Costs

New Costs for Island Wide Program - March 2027	FY2027	FY2028
New Costs for Island Wide Program		
Additional Billing Costs	\$ 207,585.11	\$ 355,880.52
Additional Maintenance Costs	\$ 28,447.05	\$ 48,769.16
Contractual Employees (Delivery)	\$ 100,000.00	\$ -
Hauler Only Transfer Station (GWC) (Item 2)	\$ 53,180.48	\$ 91,171.74
Layon Operator (GGH) (Item 2)	\$ -	\$ -
Recycling Costs	\$ 33,248.10	\$ 57,000.00
Mandatory Supplies (6% of current level)	\$ 33,685.75	\$ 57,750.31
Modular Building	\$ 120,000.00	
Furniture, Fixtures, Equipment	\$ 110,000.00	
Salaries & benefits (additional personnel for Mandatory Pickup initiative) (Item 1), beginning January 2027	\$ 353,587.50	\$ 477,060.08
	<u>\$ 1,039,733.99</u>	<u>\$ 1,087,631.81</u>
Cart Expense	<u>\$ 4,000,000.00</u>	



# GUAM SOLID WASTE AUTHORITY

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Governor of Guam

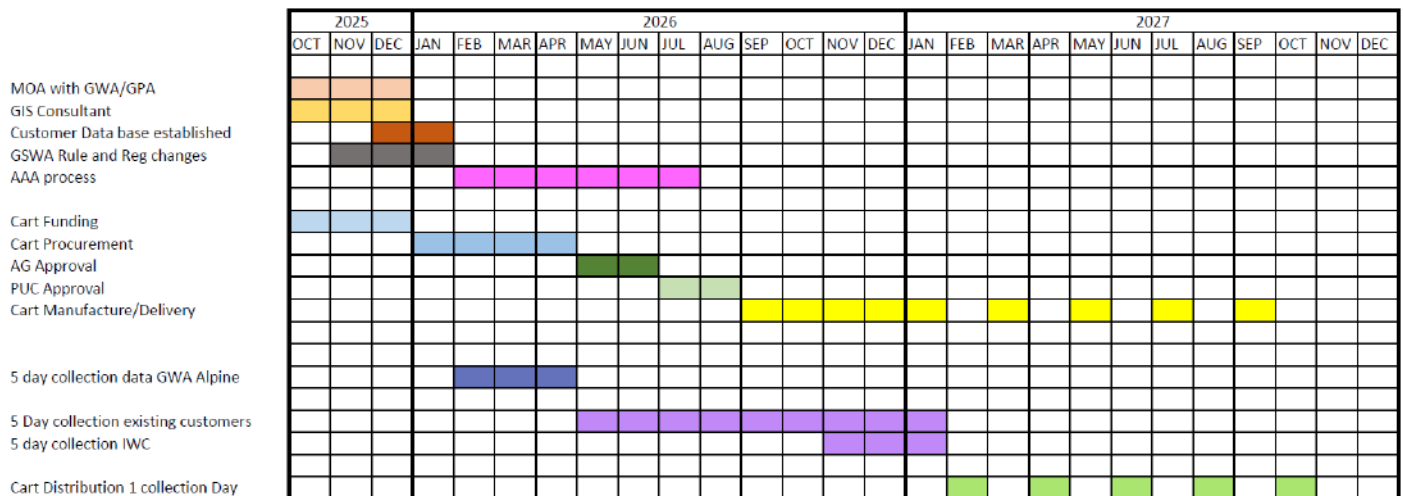
**JOSHUA F. TENORIO**  
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**IRVIN SLIKE**  
General Manager



## VIII. Timeline

Milestone	Target Dates
MOA with GWA	Oct – Dec 2025
GIS & Database Cleanup Completed	Oct 2025 - Apr 2026
Rules & Regulations (Draft)	Oct 2025 – Jan 2026
Rules & Regulations Finalized (AAA)	Jan 2026 – Jan 2027
Cart Procurement Initiated	Jan-26
Hiring of Personnel for IWC Activities (Cart Assembly/Deliveries, New Customer Processing, Customer Assistance Program/Billing Support)	Nov – Dec 2026
IWC Rollout Begins	Feb-27



# **COLLECTIVE BARGAINING AGREEMENT**

**For**

**GUAM SOLIDWASTE AUTHORITY**

**AND**

**GUAM FEDERATION OF TEACHERS UNION**

**AFT LOCAL 1581 AFL-CIO**

*"A Union of Professionals"*



**EFFECTIVE DATE:** \_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE GUAM SOLIDWASTE 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 Solid Waste Authority hereinafter referred to as ("GSWA"), and the Guam Federation of Teachers' Union hereinafter referred to as ("GFT"), and collectively referred to as the "Parties."

### **1.B. RECITALS**

**WHEREAS**, pursuant to 4 G.C.A. §10105, GSWA'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, GSWA's Management hereby recognizes GFT as the exclusive representative of GSWA's; and

**WHEREAS**, pursuant to 4 G.C.A §10113(b), GFT has the right, as the exclusive representative of GSWA's employees, to negotiate written agreements with GSWA'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, GSWA and GFT hereby covenant and agree as follows:

### **1.C. RECOGNITION AND BARGAINING UNIT**

**1.C.1.** The Guam Solid Waste 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 Solid Waste 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 five (5) years; Terms of this agreement may be modified, terminated or discharged, in whole or in part, by an instrument in writing signed by both parties hereto, or their respective successors or permitted assigns.

## **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, as verified and authorized by the employee in a GSWA Payroll Deduction Form and a GFT Payroll Deduction Form, and GSWA shall 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) workdays prior to implementing the change. The Employer agrees to furnish the Union with a current GSWA Staffing Pattern within 30 days of a written quarterly request.

**2.B.2.** GSWA 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 of employees on whose behalf dues have been deducted.

## **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 Solid Waste 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 applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time, and Article V, Section 5.E. The amount of time off shall be granted at time and one-half.

**2.C.5. Continuation of Pay (COP):**

Means employees are entitled to COP because of temporary total disability or temporary partial disability due to a job-related injury that is substantiated by medical report(s); in accordance with

applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time.

**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.

**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, termination 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, health and property or agency operations.

**2.C.14. Employer:** Guam Solid Waste Authority

**2.C.15. Employee:** Any non-management person employed by the Guam Solid Waste 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 GSWA 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:** This is a working test period and is part of the examination process following an appointment from the certification list during which an employee is required to demonstrate fitness for the position to which appointed by the satisfactory performance of the duties and responsibilities of the position.

**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 GSWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, the GM may deem the resignation to be effective immediately or sooner than the date in the letter.

**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.32. Union:** Guam Federation of Teachers' Union.

**2.C.33. Workday:** 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 GSWA 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, GSWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GSWA 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 GSWA, 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, provided that the president is responsible for making timely arrangements with the Department of Administration (DOA) to pay the employee's share of life and/or health insurance premiums while on leave without pay status. Failure to make such payments will result in the termination of coverage retroactive to the last payment received. 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 GSWA 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 GSWA 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 GSWA organizational division to work another, GSWA 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.

**2.F.5.** Union Leave Bank with pay for Union Business. The Union will have a bank of Union Leave with pay for Union Business; which shall accrue for forty hours per calendar year, and said leave shall not accumulate, but expire at the end of each year, and begin again at the beginning of a new calendar year. The Union will give GSWA Management notification whenever such Leave is utilized and will also provide the name(s) of the involved Union Steward(s); who will not lose pay or seniority or promotion because of such utilization of this leave.

**2.F.6.** Authorized stewards may participate in the preparation and revision of GSWA Policies and Procedures at a subcommittee level. Participation is limited to one steward per subcommittee, and the same steward can be on one or all of the subcommittees. GFT may submit positions on proposed policies in writing to the General Manager or coordinate through authorized stewards participating on a subcommittee.

### **ARTICLE III**

## **3. GRIEVANCE PROCEDURE**

### **3.A. STATEMENT OF POLICY**

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

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, a prompt and mutually acceptable solution to grievances that may arise periodically over issues involving employment conditions.

In the interest of ensuring that grievances are resolved expeditiously, time limits are given for appropriate stages in this procedure. These are for guidance. If it is not practicable to adhere to these time limits, they may be amended by mutual agreement.

GSWA encourages the use of mediation by an impartial person as a means to resolve conflict by facilitating communication between parties to promote reconciliation, settlement and understanding. By mutual agreement, parties may enter mediation at any point during the grievance procedure and such voluntary participation will immediately suspend the timelines.

All Department Heads, Managers and Supervisors and Leads are required to participate in grievance procedure training every three (3) years. All new employees and any employee who is hired or promoted into a supervisory position must receive training on grievance procedures within

sixty (60) days of hire or promotion.

### **3.B. APPLICABILITY**

The regulations in Article III shall apply to all covered employees in the classified service.

### **3.C. DEFINITION**

**Grievance:** 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/her official duties; or has received prejudicial, unfair, arbitrary, capricious, hostile, intimidating or unprofessional treatment in his/her working conditions, or work relationships.

**Days:** "Days" as used in these procedures mean workdays. In counting the number of days for each step, if the last day falls on the employee's weekend, the filing time or receipt time will apply to the employee's next workday.

**Mediation:** a form of alternative dispute resolution outside of GSWA's formal grievance process in which an impartial person, a mediator, facilitates communication between disputing parties to promote reconciliation, settlement, and understanding.

### **3.D. COVERAGE**

Grievances may include, but are not limited to, such matters as employee supervisor relationships, duty assignments not related to position description, 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
- i. Non-selection of eligible applicant
- j. Appeals of performance evaluations

### **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/her 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/her rights under this grievance system. Statements or actions which have the appearance of a threat, interference or intimidation are not allowed and the interfering employee may be subject to disciplinary action.

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

An employee shall be on regular work status during each procedural level unless the employee is on leave status.

**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 GSWA Personnel Office;
- b. An Equal Employment Opportunity Officer;
- c. The supervisor or management official of higher rank than the employee's immediate supervisor; or
- d. 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/her choice at any stage of the grievance proceedings.
  - ii. An employee may change his/her representative, but to do so, he/she 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/her.

#### **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/her grievance.
- b. An employee's representative, if he/she is an employee of the GSWA 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/she has been treated fairly. The employee may present his/her grievance under the informal procedures, either orally or in writing, and he/she should not be prevented from submitting a written explanation if he/she 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/her 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. Employees are responsible to promptly inform management about a grievance.
- b. Employees may obtain reports of personnel interviews, statements of witnesses and copies of decisions in support of his/her grievance.
- c. Each employee is expected to make a good faith effort to achieve informal settlement of his/her grievance.

- d. 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. HUMAN RESOURCES OFFICE'S RESPONSIBILITY**

- a. Training management about grievance procedures;
- b. Coordinating all logistics related to the grievance procedures including scheduling meetings and management adherence to time limits;
- c. Monitoring the step process and documentation to ensure that management and employee are informed in advance about timelines, submission of paperwork and any other relevant information related to the grievance procedure.

### **3.G.5. USING THE INFORMAL GRIEVANCE PROCEDURE - STEP 1**

#### **3.G.5.a. MANDATORY USE OF THE PROCEDURE**

An employee must complete the step by step process as outlined in the procedure.

#### **3.G.5.b. 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.5.c. INITIAL FILING OF GRIEVANCE AND TIME LIMIT**

- i. An employee may present a grievance to his/her supervisor concerning a continuing practice or condition at any time. Grievances concerning a particular act or occurrence.
- ii. The initial presentation of a grievance must be presented to the grieving employee's immediate supervisor except when an employee is filing a grievance against another employee. In this case the grievance must be given directly to the other employee's supervisor. In the event that the grievance relates to the manager who would normally deal with a grievance at this stage, the grievance should be referred to the line manager's immediate manager or to the HR manager
- iii. Grievances must be presented within fifteen (15) calendar days after the incident, action or cause of the grievance. Day 1 starts on the day after the incident, action or cause of grievance.
- iv. The immediate supervisor shall render a decision within ten (10) calendar days of the presentation of the grievance or notification mediation conclusion described in section 3.G.5.g.vi. However, this period is tolled during the pendency of any declared emergency related to natural disasters.

#### **3.G.5.d. 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. Any grievance initiated either orally or in writing shall be transcribed into the Grievance Inquiry Form by the employee, supervisor or Human Resources (HR) Representative. The grieving employee is required to review, correct and sign the Grievance Inquiry to affirm the accuracy of the information in describing the matter being grieved.

#### **3.G.5.e. 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/she must be allowed to submit his/her grievance under the formal procedures if he/she insists.

#### **3.G.5.f. MANDATORY USE OF THE INFORMAL PROCEDURE**

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

#### **3.G.5.g. MEDIATION**

Within 48 hours after the presentation of a grievance in writing, the supervisor, division head, or other authority must offer outside mediation selected from a list of up to five mediators agreed upon by both GFT and GSWA. The approved list shall automatically renew on October 1 unless updated in writing. The choice shall be presented on the Grievance Inquiry form which shall contain the name of the grievant and all parties grieved against. The form will identify the parties involved and a checkbox to indicate an interest to proceed with mediation. If the Grievant does not wish to proceed with mediation, the case shall not proceed to Mediation.

- i. Participation in mediation is voluntary;
- ii. The mediation process is confidential, and the information discussed shall not be used in any other steps of the grievance process or other GSWA personnel related matters;
- iii. All documents generated during the mediation process will be retained by the mediator;
- iv. The mediator will generate a final report documenting whether or not an agreement was reached and submit to GSWA HR Department to include in the grievance file.
- v. Any grievance resolved is considered a contract between parties. The terms and conditions must be documented, signed by both parties and submitted to GSWA HR Department to include in the grievance file.
- vi. Following unsuccessful mediation, both parties shall be provided the report issued in step 3.G.5.g.iv by the GSWA HR Department. After notification to both parties, grievance procedure timelines shall be reinstated and proceed to step 2.

#### **3.G.5.h. FAILURE TO RESPOND**

In the event that a Supervisor fails to answer or respond to an informal grievance within ten (10) calendar days after such informal grievance is presented to him/her, such action shall be considered as a denial of the informal grievance and the employee may proceed with a formal grievance (Step

2). 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:

- i.** He or she has completed the informal procedures; and
- ii.** The Employee believes that grievance is not satisfactorily resolved at the informal level; or
- iii.** The immediate supervisor failed to render a decision as specified in step 1, item 3.G.5.h within 10 calendar days of the presentation of the grievance at the informal level.

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

- i.** Be in writing on the Grievance Complaint form;
- ii.** Contain sufficient detail to identify and clarify the basis for the grievance;
- iii.** Specify the specific relief requested by the employee; and
- iv.** Be submitted to department or division manager of the immediate supervisor within five (5) calendar days after the receipt of the decision in Step 1, or after the decision was due.

#### **3.H.2. RESPONSIBILITY OF DEPARTMENT OR DIVISION MANAGER**

**3.H.2.a.** The department or division manager 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 department or division manager shall make a positive attempt to resolve the grievance. He/she shall render a decision, in writing, to the employee within fifteen (15) work days after receipt of the Grievance Complaint Form required in Section 3.H.1.b.i.

### **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 five (5)



calendar 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, 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**

**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 five (5) calendar 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. TRANSFERS**

**4.A.1.** When management identifies a temporary need for an employee in another position classification, an employee may be transferred to that position with the employee's consent. Transfers and subsequent changes to employee compensation shall be in accordance with Guam

Law and Guam Rules and Regulations; both as may be amended from time to time.

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

#### **4.B. VOLUNTARY DEMOTIONS**

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

#### **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/her 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.** Temporary assignments and details shall conform to applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time on the subject.

**4.D.5.** 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.6.** 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 30 calendar days, work normally performed by another employee.

**4.D.7.** Employees serving on a detail in excess of 30 calendar days in a position having a higher pay grade than his/her regular position shall receive a salary closest to and not less than a one step increase in the current pay grade. Payment of the differential shall be deferred until the employee has served at least 30 consecutive calendar days in detail.

**4.D.8.** 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 hours program as is implemented by individual departments. A work week shall not be less than 40 hours unless a bonafide financial need is declared by law, GSWA 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/she 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, 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 40 straight time hours in a workweek.
- iii. Any fraction of an hour of overtime worked shall be converted to the nearest 15 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 General Manager in cases of emergency, or when the best interest of GSWA service indicate that overtime work is required.
- ii. It shall be the responsibility of General Manager to determine that the provisions of overtime pay are administered in the best interest of GSWA services. Recognizing that General Manager is responsible for the manner in which overtime work is authorized, it is especially important to control unauthorized overtime.
- iii. Management 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 renders service in excess of 40 straight time hours per workweek.

### **5.D.1.c. EMERGENCY SITUATION DEFINED**

Overtime work may be required for any covered employee in emergency situations as described below:

- i. Where an established post of duty must be covered 24 hours per day, and an employee is not available to cover that post on a given shift.
- ii. When danger to life, health, or well-being of the public, employees, patients, inmates or other persons could occur if an employee is not required to be on duty or where danger to property is eminent.



- iii. Other situations where the Governing Board or General Manager determines that the responsibilities prescribed for GSWA cannot be accomplished unless overtime work is authorized.
- iv. Employees who work during emergency periods as declared by the Governor of Guam.

#### **5.D.1.d. 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 in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time.

#### **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 by mutual agreement between the employee and management, before the work is performed. A record of this agreement must be kept with the GSWA 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 provides a doctor's certification substantiating his/her illness, 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 GSWA.

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

**5.E.8.** Management 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 reason, 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 Guam Law and Guam Rules and Regulations; both as may be amended from time to time. For purposes of this agreement, holidays are declared to be those identified in Section 1000, Chapter 10 of Title 1 of the Guam Code Annotated.

When an employee is absent from duty at the close of the workday immediately preceding a holiday, and such absences are determined to have been on a leave without pay status, the employee shall not be considered eligible for compensation for the holiday under these rules, but shall be considered as on leave without pay status.

## **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 Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

## **5.J. OUTSIDE EMPLOYMENT**

Employees may be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GSWA or its employees into disrepute. Any employee may undertake outside employment only if such is not in conflict with his/her work assignments and duly scheduled hours of his/her government employment. All outside employment requests must be in writing and must be approved in advance by the GSWA 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 be compelled to Work in Unsafe Conditions.** Following the determination of an unsafe working condition by GSWA'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 GSWA'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 GSWA 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.

GSWA shall take reasonable steps based on GSWA'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 GSWA 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 GSWA's Hazardous Pay Policy (which may be amended from time-to-time by GSWA'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 GSWA's Hazardous Pay Policy.

## **ARTICLE VI**

### **6. PERFORMANCE EVALUATIONS AND SALARY ADJUSTMENTS**

#### **6.A. PURPOSE**

The GSWA 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. Facilitate feedback and open discussion on performance.
2. Facilitate positive and constructive conversations about progress on goals and performance that are also documented.
3. Review performance every six months to allow performance improvement as necessary. Any necessary improvements must be documented as a Performance Improvement Plan (PIP) indicating a time allotted by the employee to improve such performance.

4. Identify training needs of the employee.
5. Grant or deny salary adjustments.

## **6.B. PERFORMANCE EVALUATION RECORDS**

**6.B.1.** Performance evaluation forms shall be transmitted to the General Manager for approval. The General Manager may accept the supervisor's recommendations and written justification or make his/her own as authorized.

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

## **6.C. RESPONSIBILITY FOR SUPERVISORS**

The supervisor is responsible to conduct performance evaluations of subordinates in a timely manner. The employee shall sign the PE forms acknowledging the performance discussion; the employee's signature does not imply agreement but indicates the PERFORMANCE evaluation has been conducted. In the event the employee has substantial disagreement and refuses to sign, the supervisor shall state such fact on the signatures page of the performance evaluation form. The Division head shall sign the PE forms acknowledging the evaluation of the employee.

## **6.D. PERFORMANCE EVALUATION REQUIREMENTS**

**6.D.1.** Job factors 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/her 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/she shall render an evaluation for the assigned employees before leaving the division/section or GSWA.

**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.D.3** The General Manager shall approve all performance ratings made within GSWA.

## **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.

## **6.F. PE SALARY ADJUSTMENTS**

Employees may receive a salary adjustment increase based upon their performance evaluation.

**6.F.1 Failure to meet expectations/unsatisfactory.** An employee with unsatisfactory performance is not eligible for a salary adjustment.



**6.F.2 Meets expectations/satisfactory.** Employees shall be entitled to a one step salary increment for satisfactory performance, except as otherwise provided by statute.

#### **6.G. APPEAL OF PERFORMANCE EVALUATION RATING**

Employees who are dissatisfied with a performance evaluation or rating may request a re-determination of his/her performance rating. Original probationary period performance ratings are not appealable under this procedure.

**6.G.1** An employee has the right to present an appeal with or without representation. He also has the right to be accompanied, represented, and advised by a representative of his choice at any step of the appeal proceedings. An employee shall be free to appeal without restraint, interference, coercion, discrimination, or reprisal as outlined in the personnel rules and regulations.

#### **6.H. COMPENSATION ADJUSTMENT FOLLOWING A PROMOTION**

**6.H.1 Method 1:** An employee, when promoted either by competition, reclassification, or pay grade reassignment shall receive a salary increase closest to and not less than a one step increase in the pay grade held prior to promotion.

**6.H.2 Method 2:** For employees on Step 20 prior to the promotion, a 3.5% rate increase is added to the salary at Step 20 for the purpose of slotting the employee into the higher grade at the salary which is closest to, and not less than the slotting rate.

#### **6.I. COMPENSATION ADJUSTMENT FOLLOWING A DEMOTION**

**6.I.1 Method 1:** A pay adjustment resulting in a decrease either by demotion, voluntary, reclassification, or pay grade reassignment 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.

**6.I.2 Method 2:** Employees demoted for adverse action shall have their compensation reduced at least one step and may, upon the discretion of the General Manager, have their compensation reduced to the lowest step on the pay grade of the position to which they are demoted.

**6.I.3 Method 3:** Employees demoted involuntarily due to fiscal constraints or lack of funds, shall be compensated at a rate which is less than the rate held prior to the demotion.

### **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 half hours.

#### **7.A.3. ACCRUAL OF ANNUAL LEAVE**

Accrual of Annual Leave shall be computed pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time statute.

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

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

#### **7.A.5. 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. If any such employee returns to work status prior to the expiration of the leave period for which he/she received a payment in advance, he/she shall reimburse the government for any portion of such period which shall not have expired no later than the pay period following the return to work status, and shall be credited with the unused annual leave for further use.

### **7.B. SICK LEAVE**

#### **7.B.1. PURPOSE AND ELIGIBILITY**

- 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/her presence at his/her 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.
- 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. If such notification has not been given, the employee may be subject to disciplinary action.

### **7.B.3. SICK LEAVE**

Sick leave shall be granted in accordance with Guam Law and Guam Rules and Regulations; both as may be amended from time to time by statute.

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

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

### **7.B.5. ACCRUAL OF SICK LEAVE**

Sick leave shall be accrued pursuant to Guam Law and Guam Rules and Regulations; both as may be amended from time to time by statute.

### **7.B.6. MINIMUM CHARGE FOR SICK LEAVE**

Sick leave requests shall be made and such requests shall only be granted in increments of half 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/her 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.

### **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.

In addition to the above, GSWA may require a physician's certification for any sick leave absence, regardless of duration, unless the employee is in Good Attendance Standing, as defined below:

- No more than two (2) unscheduled absences within a rolling three (3)-month period;
- No instance of Leave Without Pay (LWOP) during the same period;

- No instance of chronic tardiness, defined as being more than fifteen minutes late more than twice per month.
- b. Supervisor shall conduct a quarterly review of employee attendance records to determine eligibility for Good Attendance Standing. Employees meeting the criteria will be notified of their status.
- c. Employees in Good Attendance Standing shall only be required to submit a physician's certification under the following conditions:
  - The sick leave absence is more than two (2) consecutive workdays;
  - The leave occurs before or after a weekend or holiday;
  - There is a documented pattern of unscheduled absences.
- d. 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.
- e. 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.
- f. If the medical certification furnished by the employee is not acceptable to the General Manager, he/she may require the employee to submit to an independent medical examination which shall be paid for by GSWA.
- g. 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 GSWA's medical evaluation as unfit to return to work. In the event the employee exhausts his/her accrued sick leave the provisions of GSWA's Personnel Rules and Regulations shall apply.

#### **7.C. ON-THE-JOB INJURY**

It is the policy of GSWA 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 he/she is entitled up to 45 calendar days of COP because of temporary total disability or temporary partial disability 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. Injury is defined as accidental arising out of and in the course of employment, not including injury occasioned solely by intoxication, substance abuse, or reckless or intentional act of an employee, or a result of the employee's own gross or wanton negligence.

#### **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.D.1 JURY DUTY**

- a.** 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. However, if the jury duty does not require absence for the entire work day, the employees shall return to duty immediately upon release by the court if more than two hours remain in employee's work shift.
- b.** An employee called for jury duty is required to show the Jury Duty Call Notification to his/her supervisor.
- c.** Supervisors are responsible for advising employees that all compensation earned for such jury service, except allowances for travel, must be paid to GSWA, 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.D.2. NATURAL DISASTERS AND OTHER EMERGENCY CONDITIONS**

- a.** Administrative leave, unless required to work, shall be granted to employees when natural disasters or other emergency conditions create unsafe working conditions.
- b.** 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 Governing Board, GSWA General Manager, or the Governor of Guam.
- c.** When an Emergency has been declared, the General Manager shall determine whether affected facilities or portions thereof, covered by the proclamation, are to be closed.
- d.** 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.
- e.** 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.D.3. 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, not to exceed 20 work days, when the employee's absence from the work location is essential to the investigation.

#### **7.D.4. BEREAVEMENT LEAVE**

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.D.5. 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/her wife, including common-law.
- b. Paternity leave shall not exceed 20 days of paid leave and must encompass the date of childbirth.

#### **7.D.6. MATERNITY LEAVE**

- a. 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.
- b. 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.
- c. 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.
- d. The marital status of the pregnant employee shall not adversely affect her right to continued employment or use of leave.
- e. 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.
- f. Total leave, whether maternity, sick or unpaid leave, shall not exceed six months without approval of the employee's supervisor, and must be based on medical need as certified by a licensed doctor.

#### **7.D.7. 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.D.8. PARENTAL INVOLVEMENT INITIATIVE LEAVE**

- a. 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/her 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/her child's school.

- b. 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.
- c. An employee requesting such leave shall submit a request to his/her supervisor in advanced and is required to obtain from his/her 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.D.9. LEAVE WITHOUT PAY**

- a. An employee 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. Leave without pay may be granted for a period not to exceed one year. For extenuating circumstances, the General Manager may extend the leave without pay for an additional year. No extension may be granted thereafter. Leave without pay covers only those hours which an employee would otherwise work or, for which he/she would be paid. Such request may be denied for good cause. All LWOP requests must be approved by the GSWA G.M.
- b. 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 GSWA 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 GSWA.

**8.A.3.** The employee shall be examined at the expense of GSWA 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/her present position, or assess his/her current physical and emotional capacities and/or evaluate his/her qualifications for a vacancy for which he/she 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 GSWA and the employee.
- d.** If demotion is involved, whether or not initiated by the employee, he/she shall be compensated in accordance with GSWA 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/her 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 (provided the employee is qualified and able to perform the new duties within the limitations established by GSWA's Personnel Rules and Regulations and the ADA):

- a.** Transfer and re-assign the employee to an equivalent position elsewhere in GSWA;
- b.** Promote the employee consistent with GSWA's Personnel Rules and Regulations; or
- c.** Reassign the employee to a lower graded position elsewhere in GSWA, if no equivalent position is available.

**8.B.2.** If there is no appropriate position in which the employee can be placed within GSWA, 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 or is ineligible for 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**

**9.C.1. Written Policy.** Employer must carry out drug or alcohol testing or retesting within the terms of a written policy that has been provided to every employee subject to testing and is available for review by employees.

The employer's written policy must provide uniform requirements for what disciplinary actions an employer will take against an employee upon receipt of a confirmed positive test result for drugs or alcohol or upon the refusal of the employee to provide a testing sample. The policy must provide that any action taken against an employee will be based only on the results of the drug or alcohol test.

**9.C.2. Reconsideration of Written Policy.** GSWA shall reconsider its Drug and Alcohol-Free Workplace Policy if either of the following conditions change:

- a. When marijuana is removed from the Federal Schedule 1 controlled substance list;
- b. When Guam law establishes a THC impairment level and a reliable test is developed that can determine THC impairment, or
- c. When DOA submits its plan for a revised Drug and Alcohol-Free Workplace Policy for the Government of Guam.

#### **9.D. PERSONNEL FILE**

**9.D.1. Personnel File Material:** GSWA shall notify the employee if information that may negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to adverse action is placed in

his/her file.

**9.D.2. Right to Respond:** The employee shall have the right to submit a response to material or statements that may negatively affect the employee. 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/her personnel file and the right to an opportunity to respond to material or statements that may negatively affect the employee's his/her file, as delineated above, each employee shall have the following rights regarding his/her personnel file:

- a. No material in the file may be made confidential as to the employee; he/she 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/she may resort to the grievance procedures;
- c. The employee shall have the right to duplicate any material in his/her 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/her personnel file any material of merit which is relevant to his/her performance within the GSWA.
- e. GSWA may reject any material that is irrelevant or inappropriate.

**9.D.4. Duration of Progressive and/or Disciplinary Action**

Memorandum of Counseling, Warning, or Reprimand and/or Disciplinary Action filed against an employee will be kept in the Human Resource secure file room, separate from the employee's personnel record.

**9.D.5 Ergonomic Assessment of Work Environment**

GSWA is committed to providing employees work environments free from known or potential hazards and will allow employees to be productive and comfortable. GSWA also recognizes employees may at times need differently configured workstations due to an injury or an accommodation in accordance with the American with Disabilities Act (ADA). To determine whether an employee's workstation is appropriate or if the workstation arrangement needs to be modified, employees shall complete and submit an ergonomic evaluation request form to his or her immediate supervisor. Supervisors shall review the request for accuracy and submit to HR Department within 5 business days. Within 5 business days of receipt of the employee's request, HR Department will review the request and communicate with the employee regarding the status of the request.

**9.D.6 Bi-Annual Updates**

GSWA General Manager shall coordinate bi-annual meetings to update employees on GSWA's outlook, progression and future plans.

**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 counter proposal.

**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 GSWA. Copies of the Agreement shall be posted on both the Guam Solid Waste 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 GSWA 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 GSWA:***

\_\_\_\_\_  
Irvin L. Slike, GSWA General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Andrew Gayle Jr., GSWA Chairperson

Date: \_\_\_\_\_

***Ratified for the Union:***

Daniel Del Priore  
Daniel Del Priore, GFT Chief Negotiator

Date: Oct. 16, 2025

\_\_\_\_\_  
Timothy F. Fedenko, GFT President

Date: \_\_\_\_\_

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
Douglas Brian K. Moylan, ESQ.  
Guam Attorney General

Date: \_\_\_\_\_

**APPROVAL BY GOVERNOR:**



**APPROVED**  
**DISAPPROVED**

\_\_\_\_\_  
Lourdes A. Leon Guerrero, Governor of Guam

Date: \_\_\_\_\_



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager



GSWA BOARD RESOLUTION NO.2025-009

## **GSWA Board Resolution No. 2025-009 RELATIVE TO APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN GSWA AND GUAM FEDERATION OF TEACHERS UNION**

**WHEREAS**, the Guam Solid Waste Authority has negotiated a collective bargaining agreement in accordance with 4 GCA Chapter 10; and,

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

**WHEREAS**, GSWA management and GFT have engaged in collective bargaining negotiations in good faith to establish the terms and conditions of employment for GSWA's classified employees; and

**WHEREAS**, the Parties have reached agreement on the provisions of a Collective Bargaining Agreement; and

**WHEREAS**, the Agreement has been reviewed by GSWA's management, legal counsel, and is now presented to the GSWA Board of Directors for approval;

**THEREFORE, BE IT HEREBY RESOLVED** that the Board of Guam Solid Waste Authority does hereby approve the Collective Bargaining Agreement between GSWA and the Guam Federation of Teachers Union, AFT Local 1581, AFL-CIO;

**BE IT FURTHER RESOLVED**, that the General Manager and the Chairman of the GSWA Board of Directors are hereby authorized and directed to execute the Agreement on behalf of GSWA, and to transmit it to the Attorney General of Guam and the Governor of Guam for final approval, in accordance with applicable law.

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0



# GUAM SOLID WASTE AUTHORITY

**LOURDES A. LEON GUERRERO**  
Governor of Guam

**JOSHUA F. TENORIO**  
Lt. Governor of Guam

**IRVIN L. SLIKE**  
General Manager

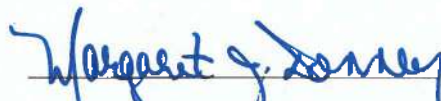


GSWA BOARD RESOLUTION NO.2025-009

Upon said roll call, the text of the foregoing was duly enacted as a Resolution of the Board of Guam Solid Waste Authority, Guam, on the 23rd day of October 2025.

**GUAM SOLID WASTE AUTHORITY**  
**BOARD OF DIRECTORS**

  
Andrew Gayle, Chairman

  
Margaret Denney, Secretary

**ATTEST:**

**ALICIA FEJERAN, CLERK**

**BY:**

