



UNIVERSITY OF GUAM
UNIBETSEDÁT GUÅHAN
Board of Regents

Resolution No. 24-19

**RELATIVE TO APPROVING THE SIXTH AMENDMENT OF CONTRACT AGREEMENT
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF GUAM AND
THE UOG FACULTY UNION, AMERICAN FEDERATION OF TEACHERS LOCAL 6282**

DECEMBER 1, 2018 – May 1, 2027

WHEREAS, the University of Guam (UOG) is the primary U.S. Land Grant and Sea Grant institution accredited by the Western Association of Schools and Colleges (WASC) Senior College and University Commission (WSCUC) serving the post-secondary needs of the people of Guam and the Western Pacific region;

WHEREAS, the governance of UOG is vested in the Board of Regents (BOR) which has the responsibility for the policies governing administration of academic personnel at the University;

WHEREAS, the Negotiated Agreement by and between the BOR of UOG and the UOG Faculty Union, American Federation of Teachers, Local 6282 (Union), reflects the mutual understanding and definition of the relationships between the BOR, Administration, and Faculty;

WHEREAS, the UOG Administration and the Union have agreed to make amendments to the sections of the Agreement regarding the Promotion and Tenure Committee, the Promotion Process, and Personnel Leave; and

WHEREAS, Article XII.D of the Agreement states that the BOR and the Union may mutually agree in writing to alter, amend, supplement, enlarge or modify any of its provisions.

NOW, THEREFORE BE IT RESOLVED, that the BOR hereby approves the attached Sixth Amendment to the Negotiated Agreement by and between the Board of Regents of the University of Guam and the UOG Faculty Union, American Federation of Teachers, Local 6282, to take effect immediately upon approval and it will remain in effect until May 1, 2027.

Adopted this 26th day of September, 2024.

Sandra H. McKeever, Chairperson

ATTESTED:

Anita Borja Enriquez, D.B.A., Executive Secretary

**SIXTH AMENDMENT OF CONTRACT AGREEMENT
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF GUAM AND
THE UOG FACULTY UNION, AMERICAN FEDERATION OF TEACHERS LOCAL 6282**

Effective on the 26th day of September, 2024, the Board of Regents of the University of Guam (Board) and the UOG Faculty Union, American Federation of Teachers Local 6282, pursuant to Article XII.D, Board-Union Agreement for the period beginning December 1, 2018 and ending May 1, 2027 (Agreement), hereby agree to amend the Agreement as follows:

1. Article V.J.5.e.2 is hereby amended to read: “All completed application packages received by the Human Resources Office no later than 5 PM of the last day of the ~~Fanuchanan~~ Tinalo semester session shall be guaranteed a recommendation by the Committee before the end of the following Fañomnakan semester.”

2. Article V.J.5.e.3 is hereby amended to read: “All completed application packages received by the Human Resources Office no later than 5 PM of the last day of the ~~Fañomnakan~~ Finakpo semester session shall be guaranteed a recommendation by the Committee before the end of the following Fanuchanan Semester.”

3. The second paragraph of Article V.J.5.g.2 is hereby amended to read: “Absent extraordinary circumstances, if the Committee does not receive signed letters of recommendation within twenty (20) business days from the date of request, the Committee shall proceed to consider the application without them. ~~Letters~~ Signed letters of recommendation received after the twenty (20) business days and unsigned letters of recommendation shall not be accepted and shall be returned to the sender. However, referees may send signed letters of recommendation by fax or e-mail ~~during the twenty (20) business days with a signed original postmarked~~ within the twenty (20) business days.”

4. Art. V.J.6.a.8 is hereby amended to read: “Time spent as an Administrator beyond one year shall not be counted toward time-in-rank and employment requirements for the purposes of this faculty promotion process.”

5. The first paragraph of Article VI.D is hereby amended to read: “For Faculty whose primary role is instruction, twelve (12) contact hours per week per semester will typically constitute a full instructional load. The Dean may permit variations to the twelve-contact-hour policy and said variation may include permitting such faculty member to teach fifteen (15) credit hours one semester and to teach nine (9) credit hours the next

semester in a given academic year, provided such an arrangement is consistent with program needs and follows the regular schedule of course offerings.”


6. Article VII.K of the Agreement is hereby amended to read:

“PERSONAL LEAVE

Full-time Faculty members are allowed up to three (3) days of personal leave each academic year, with pre-approval by her or his Dean/Director. Personal leave expires at the end start of each the next academic year. Unused personal leave will not be compensated.”

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates indicated under their respective signatures.

UOG FACULTY UNION:

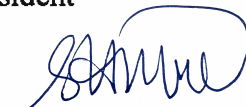
 9-26-24

Arun R. Swamy, Ph.D. Date
President, UOG Faculty Union

UNIVERSITY OF GUAM:




Anita Borja Enriquez, D.B.A. 9/26/24
President Date



Sandra H. McKeever 9/26/24
Chairperson, UOG Board of Regents Date

Approved as to Form and Legality:

 9/26/24

Anthony R. Camacho, Esq. Date
UOG General Counsel