

CIVILLE & TANG, PLLC

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September 19, 2016

VIA HAND DELIVERY

Guam Education Board
Legal Counsel, Gary W.F. Gumataotao, Esq.
Law Offices of Gumataotao & Pole
Suite 301 San Ramon Building
115 San Ramon Street
Hagatna, Guam 96910

Received
Gumataotao & Pole
Date: 9-19-16
Time: 4:14 By: [Signature]

Guam Department of Education
Legal Counsel, Jesse J.N. Nasis, Esq.
Guam Department of Education
500 Mariner Avenue
Barrigada, Guam 96913

Re: Pursuant to the Contract Negotiation Ground Rules

Dear Messrs. Nasis and Gumataotao:

This office represents the Guam Federation of Teachers, AFT Local 1581, AFL-CIO ("GFT"). As you know, the Guam Federation of Teachers and the Guam Education Board have reached an impasse during negotiations on issues concerning the collective bargaining agreement. Most particularly, the parties have failed to reach an agreement on the negotiability of the work day.

Pursuant to the Contract Negotiation Ground Rules, this impasse must be resolved in accordance with 4 G.C.A. §10110 and its related regulations. 4 G.C.A. §10110 establishes an arbitration path forward. Pursuant to 2 GAR § 5112 (c), GFT hereby appoints:

Braddock Huesman, Esq.
The Pan Am Building, Suite 100
139 Murray Boulevard
Hagatna, Guam 96910
Tel: 671-989-5050
Fax: 671-989-5053

Department of Education Office of the Superintendent	
DATE: <u>9/19/16</u>	TIME: <u>2:33pm</u>
Rec'd. By: <u>[Signature]</u>	Print Name: _____
	Signature: _____

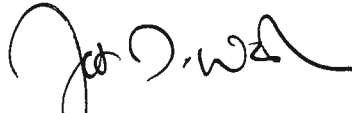
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as its arbitrator to resolve this impasse. 2 GAR § 5112 (c) provides that the Director of the Department of Education shall also appoint an arbitrator, and that the arbitrators selected by the parties shall in turn select a third.

Please immediately contact my office and provide me with the name of the Director's chosen arbitrator so we can begin the preparations for making arrangements on the arbitration. Specifically, we should begin work on establishing arbitration logistics, including the sharing of costs, the appropriate procedural rules for use during the arbitration, and scheduling.

I look forward to your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua D. Walsh". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua D. Walsh