REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director — Division of Wage Determinations	Wage Determination No.: CBA-2019-12614 Revision No.: 0 Date Of Last Revision: 07/03/2019

State: Guam

Area: Statewide

Employed on Navfac Marianas contract for Guam Base Operations Support (BOS) Services, Joint Region Marianas (JRM).

Collective Bargaining Agreement between contractor: DZSP 21 LLC, and union: International Brotherhood of Electrical Workers Local 1260, effective 07/01/2017 through 12/31/2021.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AGREEMENT

BETWEEN

DZSP 21 LLC

AND

LOCAL UNION 1260

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

July 1, 2017 – December 31, 2021

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AGREEMENT PREAMBLE

This Agreement made and entered into this July 1, 2017, to be effective through December 31, 2021 by and between DZSP 21 LLC (hereinafter referred to as the Company) and Local Union 1260 of the International Brotherhood of Electrical Workers (hereinafter jointly and severally referred to as the Union).

The Parties have entered into this Agreement for the purpose of setting forth, in writing, the understandings they have reached with respect to wages, work hours, and working conditions of the employees covered hereby, as well as to the rights of the Company and the Union, and to provide a peaceful means for the settlement of any disputes, which may arise with respect to the interpretation or application of their understandings and agreements as set forth herein.

For purposes of simplicity, the masculine gender is used throughout this agreement although it is understood that all references to gender include both sexes. When referenced, the Company Representative or Labor Relations Representative or Human Resources Manager shall be the same person – the Company Human Resources/ Labor Relations Manager.

AGREEMENT TERM

This agreement shall remain in effect until 11:59 pm on December 31, 2021 without reopening rights for any purpose by either party. This agreement shall automatically renew itself from year to year unless written notice of a desire to terminate (or modify) the Agreement is given by either party at least sixty (60) calendar days prior to December 31 of any year included in this contract. If such written notice of desire to terminate (or modify) is given, the parties may nevertheless mutually agree in writing to extend this Agreement for a specified length of time beyond the expiration date.

ARTICLE I - RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole and exclusive bargaining representative for all hourly non-exempt (Service Contract Act) personnel excluding confidential employees, guards, temporary employees, employees with less than 90 days, managers, professional employees, and supervisors located in the Marianas. It is agreed and understood in the application of Article I, Section I, the jurisdiction of the Union will cover all non-exempt DZSP 21 employees assigned in the Marianas as part of the Base Operating Support Contract previously represented by I.B.E.W. Local 1260 under the Company or other previous contractors or subcontractors.

Section 2. Nothing in this agreement shall be construed as waiving any rights or protection granted to the employees, the Company or the Union under any applicable federal or territorial law. It is understood and agreed that if any part of this Agreement shall be construed by any court or tribunal of competent jurisdiction or as a result of arbitration pursuant to the grievance procedure hereunder, to be in conflict with any law or executive order, then such part shall, to that extent, be

deemed to be null and void from the date hereof without, however, affecting the balance of this Agreement. At the request of either the Company or the Union, the parties will meet within thirty days of such change to discuss any issues arising from said legal requirement.

ARTICLE II - NON-DISCRIMINATION

This Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation, sex, age, national origin, veteran or disability status. It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, they shall be recognized as referring to both genders.

The Company agrees not to interfere with the rights of its employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of Union membership or because of acting as an officer of or in any other bona fide activity on behalf of the Union,

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Company retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement and shall have the exclusive right to exercise said rights, powers and authority in the management of its contract and the direction of the work force, except as otherwise specifically provided in this Agreement. Said rights include, but are not limited to, the right to employ, assign, transfer, promote, reclassify, layoff, discipline, and discharge employees for just cause; to determine staffing levels, employees' duties, and the number of hours to be worked; including the quality and quantity of output and the work methods for achieving same**;** to establish standards of performance and to maintain the efficiency of employees; to create, modify, combine or abolish job classifications, departments and groups in whole or in part; to determine work schedules, starting and stopping times, and overtime; to promulgate and enforce reasonable work rules, policies and standards; to close or relocate its operations and facilities in whole or in part; to make technological changes as it deems appropriate; to contract out services as necessary**;** and to take such other methods as management may determine to be necessary for the orderly, efficient and economical operation of its business.

Section 2. The Union shall be promptly and formally (in writing) notified at least two weeks prior to the enforcement of new work rules or changes in existing work rules unless there is an exigent requirement.

Section 3. The foregoing enumeration of the Company's rights shall not be deemed to exclude other preexisting rights, which do not conflict with the provisions of this Agreement, and nothing in this article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management.

ARTICLE IV - UNION ACCESS TO OPERATIONS

Section 1. The Company agrees that the Union Business Representative (hereinafter referred to as the business representative) will be allowed to visit employees while they are on the job in the Company's operations, on a not-to-interfere basis, for the sole purpose of investigating specific grievances or complaints related to the provisions of this Agreement, subject to the customer's rules and regulations regarding Base access**.** Prior approval and appointment must be obtained from the DZSP 21 LLC Human Resources/ Labor Relations Manager or designee to minimize or avoid interference with any work being performed. The business representative shall notify the DZSP 21 LLC Human Resources/ Labor Relations Manager or designee when he is leaving the Company's operations.

Section 2. The Company, if it desires, may have a Company representative accompany the business representative or his designee while he is visiting its operations.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. "Grievances" shall mean, and be limited to, disputes or differences between the Company and the Union (or represented employees) with respect to the interpretation or application of any specific provision of this agreement. Both parties agree to use their best efforts, including informal meetings involving management, supervision, Shop Steward(s), and the grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this Article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps (See Attachment 1, Grievance Procedure Timetable):

Section 2. All grievances beyond Step 1 involving employee claims shall be in writing on grievance forms and shall be signed by all employees claiming rights thereunder. Such grievances must state the facts, identify the appropriate article and state the remedy requested**.** In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

> Step 1: The employee(s), with or without their steward, shall promptly bring a grievance to their supervisor within seven (7) working days following the event or discovery of the event giving rise to the grievance. Should an employee be unavoidably absent due to illness or injury, or unavailable due to vacation or other approved reason(s), the employee's shop steward may bring the grievance to the supervisor. If such grievance is not satisfactorily settled within five (5) working days, then proceed to Step 2.
>
> Step 2: Within the next five (5) working days, a written grievance citing the alleged violated article or section and the requested remedy must be signed by the employee and submitted by the Shop Steward to the Annex Manager or his designee. A meeting will be scheduled within five (5) subsequent working days. If no agreement has been reached within ten (10) working days following the meeting, the Company will reply with its formal position in writing. If the written reply is not satisfactory to the Union or its represented employee, the grievance may proceed to Step 3.

Step 3: Within five (5) working days of the Step 2 reply, the grievance may be moved to Step 3 by written appeal to the DZSP 21 LLC Human Resources/ Labor Relations Manager. The DZSP 21 LLC Human Resources/ Labor Relations Manager or designee and the business representative of the Union shall meet either in person or by telephone within fifteen (15) working days after receipt of the written appeal. A written reply from the DZSP 21 LLC Human Resources/ Labor Relations Manager will be given to the Union within fifteen (15) working days after the meeting. If no agreement has been reached within thirty (30) working days from the Step 3 meeting, either party may submit the grievance or dispute to arbitration as covered in the "Arbitration Procedure" article.

Section 3. Any aggrieved employee and his Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or settle a grievance without requesting permission from his immediate supervisor. Such permission will usually be granted provided it does not retard or interfere with operations, customer commitments or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions outlined above.

Section 4. The company will grant the Union reasonable and relevant requests to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other relevant records pertaining to a specific grievance. Compensation will be paid for the reasonable time spent discussing or investigating grievances during normal work schedules, barring special circumstances. In no event will the cumulative time paid by the Company for Union Business for all employees involved exceed 40 hours per week per grievance case. Under ***exceptional*** circumstances, additional time may be granted by the Company.

Section 5. It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

Section 6. Nothing in this Agreement precludes the Union Shop Steward or Business Representative from filing a grievance on behalf of an employee in the event of unusual or unforeseen circumstances.

Section 7. A final decision made with respect to any grievances in Step 1 or Step 2 of the Grievance Procedure shall apply to that grievance only and shall become neither a binding precedent in the case of other grievances nor a precedent, which shall bind the parties as an interpretation of the agreement.

Section 8. All settlements must be consistent with the terms and conditions of this Agreement.

ARTICLE VI - ARBITRATION PROCEDURE

Section 1. The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the thirty (30) working day period specified in Step 3 of the Grievance Procedure (Article V), it shall be deemed that the grievance has been satisfactorily adjusted and/ or the right to arbitrate waived.

Section 2. In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with DZSP 21 LLC Human Resources/ Labor Relations Manager within five (5) days of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within (5) working days, the parties will petition with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. In the latter case, the petitioner has the first right to strike a name; the other party shall then strike a name. This procedure shall continue alternately until one (1) name remains.

Section 3. The decision of the arbitrator shall be final and binding on all parties. However, the arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or in any way change the provisions of this agreement, the Company's contract with the U.S. Navy, Federal regulations, or law. The expense and fees of the arbitrator will be shared equally by the parties.

Section 4. An arbitrator may not review any matter, which is not a grievance alleging violation of a specific provision as written and expressed in this Agreement. Further, an arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates except by mutual agreement between the parties.

Section 5. The employer or union shall be free to seek appropriate relief for any alleged violation of the No Strike/No Lockout provisions in a court of competent jurisdiction and shall not avail themselves of the grievance and arbitration provisions of this Agreement.

ARTICLE VII - NO STRIKE / NO LOCKOUT

Section 1. The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly, or individually engage in or participate directly or indirectly in any strike, slowdown or stoppage of work during the term of the Agreement and the Company agrees that during the term of this Agreement it will not lock out any of the employees covered by the Agreement.

Section 2. In the event of any violation of Section 1 of this Article, it shall be the duty and obligation of the Union, its officers, agents, or representatives (employee or non-employee) to immediately take all reasonable steps required to bring an end to such misconduct.

ARTICLE VIII - BULLETIN BOARDS

The Company agrees to provide a reasonable number of bulletin boards for the posting of legitimate Union notices pertinent to the Union at the facility. Only notices concerning Union meetings, Union elections, results of Union elections, etc., will be posted. The business representative or his designee shall sign all such notices. The DZSP 21 LLC Human Resources/ Labor Relations Manager shall receive a copy of all Union postings.

ARTICLE IX - BARGAINING UNIT WORK

Company employees in job classifications not covered by this Agreement shall not perform work normally performed by employees in the bargaining unit, except in cases of emergency, research work, audit, experimental, or work of a special mechanical nature, (e.g. installation of modifications, when necessary), special training of employees from other locations, or to instruct employees properly. The term "Emergency" is defined to mean an unforeseen combination of circumstances. This Article shall not be construed to prevent employees outside the bargaining unit from performing work normally within their regular duties.

ARTICLE X - SENIORITY

Section 1. Probationary Period: Any employee who has been in the employment of the Company for more than ninety (90) consecutive calendar days shall be considered a Seniority Employee of the Company. During an employee's 90-day probationary period, the employee may be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure.

Section 2. Definitions:

a) Seniority is defined as including the whole span of continuous service (including predecessor contractors) in the performance of all work performed by the Company at military facilities on the island of Guam.

b) Seniority will not be broken for: (1) short periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall not exceed 18 months. In the case of occupational injuries, continuous employment will be for the length of the disability or 24 months whichever is less.

c) Part-time employees are not eligible for any contractual seniority rights as specified.

d) When two or more employees are hired on the same day, the Company and Union will determine their order for purposes of layoff, recall and promotion based upon dependability, qualifications and performance. It is understood that the Company and Union shall not act arbitrarily, whimsically, capriciously or otherwise abuse the rights entailed in this paragraph.

Section 3. Loss of Seniority: All seniority of any employee shall terminate if the employee:

a) Voluntarily resigns

b) Is discharged

c) Is on layoff status in excess of 18 months

d) Exceeds 18 months' absence for sickness or injury; or exceeds 24 months in the case of occupational injury

e) Fails to respond to recall or refuses recall rights or fails to report by the deadline established for reporting

Section 4. Seniority List: A seniority list will be maintained by the Company and will be made available to the Union upon request but no more frequently than monthly, reflecting not only seniority but also new-hires or rehires, their classification, their date of hire, and termination or layoff dates.

Section 5. Layoff: It is recognized that applying straight seniority in a layoff situation is not always practical; it may be necessary for the Company to deviate in order to retain or recall employees of exceptional qualifications or who may be considered essential because of the nature of the operations involved. It is understood that the Company shall not act arbitrarily, whimsically, capriciously or otherwise abuse the rights entailed in this paragraph.

The company shall notify affected employees of upcoming layoffs as soon as practicable with a minimum of two (2) weeks' notice, if circumstances allow. Notification(s) of less than two weeks may be subject to the grievance procedure.

Section 6. Recall: Employees will be recalled in reverse order of layoff. In the application of this article, it is understood that within each annex the least senior employee in the same labor category shall be the first affected. The Company will call the employee; if there is no answer after two (2) calls on consecutive days, the Company shall send a recall notice to the employee's last official address and copy the local Union office. The employee has five (5) working days to respond. Failure to respond shall be considered a refusal of recall. It shall be the responsibility of the employee to keep the company notified of their most current correct address and telephone number.

ARTICLE XI – TEMPORARY ASSIGNMENTS AND BUSINESS TRAVEL

Section 1. Management will select candidates for temporary assignments based on the qualifications required to perform the tasks. The most senior qualified employee will be asked to volunteer for temporary assignments. If no volunteers are available, management may require the least senior qualified employee to take the temporary assignment.

Section 2. Employees who travel off island to perform work for the Company will be furnished transportation designated by the Company. Air travel will be on the carrier and routing designated by the Company. All air travel will be coach/ economy/ tourist class.

Section 3. Employees who are required to travel will be paid up to a MAXIMUM of eight hours of pay per day of travel, inclusive of stops and layovers, in accordance with the Company Travel Policy.

Section 4. Employees will be reimbursed for authorized/ approved travel in accordance with the Company Travel Policy and standard operating procedures for expense reporting.

ARTICLE XII - FILLING OF VACANCIES

Section 1. Vacancies. When the Company determines that it needs to fill a new or existing job within the bargaining unit, the Company will post a notice of vacancy or job opening for a period of not less than five (5) working days. Subject to the provisions of Section 3, any employee may submit a bid for the job to the Human Resource Office, in writing, during the posting period. The notice posted declaring that such vacancy or job opening is to be filled shall contain at least the following information:

a) The date the notice is posted and the date and time the notice will be removed;
b) The job to be filled and the classification;
c) Job Specifications;
d) Rate of Pay;
e) Effective date the job is expected to be filled.

Shop Stewards will be furnished a copy of any bid upon request.

Section 2. Hiring.

a) Internal Hires. The Company will award the job to the most qualified candidate, as determined by management. Consideration will be given to:

   i. Internal candidates who meet minimum position qualifications.
   ii. Seniority and length of service.
   iii. Lateral and downward job applicants will be considered for position after applicants seeking promotions.

b) External Hires. The Company retains the discretion to utilize external sources to staff unit positions when qualified individuals do not respond to the job posting during the posting period or are found to be absent from the bargaining unit employees that respond to the job posting.

c) Annex Preference. Employees presently employed in the specific Annex in which an opening exists shall have first consideration. After all bids within the same annex have been considered, all other bids submitted by bargaining unit employees shall be

considered in accordance with the terms and conditions of the collective bargaining agreement.

Section 3. Restrictions on Bidding. An employee who is awarded a job for which he bid must accept it providing the award is made within fifteen (15) workdays of the effective date that the job is scheduled to be filled, as provided in Section 1.e of this Article; otherwise, the employee shall have the option of withdrawing his bid. An employee accepting a job transfer to another position may not bid for another job for a period of six (6) months after being awarded the job.

Section 4. Disqualification of Bidder. An employee who is unable to perform the job to which he bid, to the satisfaction of the Company, within thirty (30) calendar days after being awarded the job, shall be returned to the job classification and labor grade he held at the time of submitting the bid, provided an opening exists in that classification; otherwise, the employee will be put on recall status to that classification. The employee will be told the reasons for such disqualification.

Section 5. It is further agreed that an employee may have only one bid application on file at any one time. In the event an employee submits a second bid application, then the one received by the company last shall be considered as the only valid application.

Section 6. An internal candidate who was not selected after applying for a posted position shall be informed in writing of his non-selection and, if requested, the reason therefore, within a reasonable period of time.

Section 7. The Company shall provide to each employee, every pay period, a breakdown of information on his individual leave accounts and hours worked in applicable pay categories.

ARTICLE XIII - HOURS OF WORK

Section 1. The purpose for this article is to define the normal hours of a regular full time CBA employee as an employee who has successfully completed a ninety (90) day probationary period, works at least eight (8) hours a day or forty (40) hours a week, and maintains regular continuous employment status.

Section 2. The workday shall consist of twenty-four (24) consecutive hours beginning with the time the employee is normally scheduled to start work except for unpaid meal periods. The workweek shall consist of seven (7) consecutive twenty-four (24) periods beginning with the start of the employee's weekly work schedule, except for circumstances beyond the control of management or exigent operational circumstances (such as contingency events).

Section 3. Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The Company shall provide as much notice as possible for adjustments to an employee's schedule. Employees shall be given a minimum of 72 hours written notice in advance of a change in scheduled shift.

Section 4. Employees will be allowed one (1) scheduled fifteen (15) minute rest period before lunch (nominally two hours after shift start) and one (1) fifteen (15) minute rest period after lunch (nominally two hours before shift end) in each workday. Said rest periods are to be taken when work permits. Employees scheduled to work four (4) or more hours of overtime shall be entitled to a fifteen (15) minute rest period as the regularly scheduled rest period on the shift the overtime is worked, nominally two hours after shift start. **Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period.**

Section 5. An employee who is scheduled and reports for work at the scheduled time without an attempt by the Company to notify them not to so report, shall be given two (2) hours work of any type which is available, or if no such work is available, he shall be given two (2) hours pay at the applicable rate; provided, however, that if work is not available as a result of circumstances beyond the control of management, the Company shall not be so obligated.

Section 6. An employee who is called and reports back for work after he has completed his regularly assigned shift and departed from the premises shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable rate. If that employee is not on the standby list, he will be compensated at one and one half (1.5) times his regular rate of pay.

Section 7. When an employee is not scheduled and is called and reports for work outside his scheduled workweek, he shall receive a minimum of two (2) hours work or two (2) hours pay at the applicable rate. If the employee opts to leave immediately after the work is completed, he will be only compensated for hours worked.

Section 8. It is the intent of the company and supervisors to notify affected employees of any type of schedule change with as much notice as possible.

Section 9. The purpose of this Article is to define the normal hours of work but nothing in this Agreement shall be construed as a guarantee of hours of work or pay for any period. Contingency situations, for the purpose of this agreement, are not considered normal hours of work.

ARTICLE XIV - OVERTIME

When the Company determines that an employee must perform work on an overtime basis, the following shall apply:

Overtime will be paid at one and one-half (1 1/2) times his regular rate of pay for all authorized hours worked in excess of forty (40) hours in his normal workweek. For the purposes of this computation, authorized holidays (see Article XXII) in the normal workweek count as eight (8) of the forty (40) hours.

Overtime will not be paid for union activities, unless approved by the HR Manager.

ARTICLE XV - LEAVE OF ABSENCE

Section 1. Personal Leave. The Company may approve a leave of absence without pay (LWOP) or benefits for up to ninety (90) calendar days for special circumstances (personal reasons). LWOP must be requested in writing and approved by the Project Director, or his designee, via the employee's supervisor and Annex Manager. Since a prolonged absence would tend to contradict the need for the "vacated" position, long term LWOP will normally not be approved. LWOP requests must be adequately justified, clearly stating the reason for the unpaid leave. Employees must request such leave at least ten (10) calendar days prior to the date the leave would commence, except in cases of emergency.

Section 2. Benefit Date Adjustment. An employee whose leave(s) of absence exceed(s) ninety (90) calendar days in a benefit year or whose leave of absence continues from one benefit year to another shall have their benefit date adjusted to the number of work days he was absent in excess of the ninety (90) calendar days, except for leaves resulting from occupational illness or injury, and leaves for union activities.

Section 3. Failure to Return to Work from Leave of Absence. Failure to return from a leave of absence on the first scheduled workday following the expiration date of said leave, will result in termination of the employee, except in rare extenuating circumstances involving reasons acceptable to the Company.

Section 4. Leave for Union Activities.

a) Union Employment - An employee elected or selected to a full time job in the Local Union, which takes him from his employment with the Company, shall upon written request to the Company, receive LWOP for a period up to three (3) years. Upon completion of his LWOP during the existence of this Agreement, he shall be reemployed, according to his seniority, in work generally similar to that which he did prior to his leaving, at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, qualifications and ability to perform such work. Seniority shall accumulate during such leave of absence.

b) Other Union Leave – Permission for occasional additional Union Business LWOP shall not be unreasonably withheld by the Company for Union shop stewards, unit officers, Executive Board members, and negotiating committee representatives for the negotiation and administration of this Agreement. Union representatives may use paid time off for union activities. A minimum of seven days' notice to the Company is required for other union leave.

Section 5. The Union and the Company will follow DZSP 21 LLC General Policy and Procedures with regard to military leave of absence.

ARTICLE XVI - UNION SECURITY

Section 1. Each current employee covered by this Agreement, and who is not a member of the Collective Bargaining Unit, immediately following thirty (30) days after execution of this Agreement, as a condition of continued employment, shall become a member of the Union. *See* ARTICLE I, Section 1.

Section 2. All other employees hired after the execution of the Agreement shall, immediately following thirty (30) days after their date of hire, or effective date of this Agreement, whichever is later, become members of the Union as a condition of employment, provided that nothing herein shall be interpreted to cause a violation of the Labor Management Relations Act (LMRA), as amended, or any other applicable law, regulation, Executive Order or Federal court ruling.

Section 3. The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, that applicant shall not be required to comply with the provisions of this section.

Section 4. All new employees covered by this agreement will be provided a copy of this agreement on their date of hire.

Section 5. The Union agrees to indemnify and hold the Company harmless for any and all claims for damages made by employees or former employees relating to enforcement of this Article.

ARTICLE XVII - CHECK OFF

During the existence of the Agreement, the Company, in so far as permitted by Territorial and Federal law, shall deduct out of the current net earnings payable biweekly to an employee covered by the Agreement, applicable service fees or Union dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Such deductions shall be transmitted electronically in a timely manner with a deduction listing.

ARTICLE XVIII - SHOP STEWARDS

Section 1. The Union will submit to the Company upon request, but no more frequently than monthly, a list of accredited shop stewards who will be recognized by the Company as the people who represent employees and present grievances to supervisors. Shop stewards may speak with an employee on Company time. The Union agrees that the time will be held to a minimum to avoid interference with Company operations. The ratio of stewards to employees shall not exceed 1:25, unless mutually agreed upon by the business representative and the DZSP 21 LLC Human Resources/ Labor Relations Manager.

Section 2. The Union and Company agree to hold monthly shop steward meetings for up to one hour per month. A local union representative and the DZSP 21 LLC Human Resources/ Labor Relations Manager will attend and facilitate these meetings. The Company and Union agree that meetings may be held during normal work hours at the end of the workday. If there is a requirement for more than one hour in a month, the meeting(s) will be held after hours. Advance notice of meetings will be provided to the Company's Human Resources/ Labor Relations Manager.

Section 3. The Company will not pay overtime for union steward activities, unless approved by the HR Manager.

ARTICLE XIX - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the parties hereto, their successors and assigns; but in the event and at such time as the Company's contract with the U.S. Navy ends, the Company shall be released from all obligations under this Agreement.

ARTICLE XX - COMPANY POLICIES

Union members will abide by the company polices as set forth in DZSP 21 LLC General Policies and Procedures. If policy interpretation should conflict with the CBA, the CBA will be the determining factor.

ARTICLE XXI – WAGES

Section 1. Wage Increases.

a) On July 1, 2017, there will be a wage increase of 1.5%; on December 1, 2017, there will be an additional wage increase of 3.0%

b) General Wage Increase: There will be an annual wage increase for every year covered by this agreement (or as may be extended). Those raises will become effective January 1, 2019; January 1, 2020; and January 1, 2021. The upper limit of any annual wage increase will be determined by the increase in the Guam Consumer Price from the first quarter of the previous year to the first quarter of the current year. [Example: The upper limit of CY2019's raise shall be the percentage increase in the Guam CPI from the first quarter of 2017 to the first quarter of 2018.] Any annual wage increase will also consider applicable

budgetary controls established by the federal government. .

c) The annual wage increase will generally be negotiated before August, when budget negotiations with the Government normally occur and potential impacts of any Continuing Resolution or Sequestration activity will be better known. If budgetary controls are restrictive, the Company will notify the Union as soon as practicable.

Section 2. Wages are incorporated into Exhibit A. All positions in Exhibit A will have an established Lead pay rate of $1 over the "journeyman" rate when employees are performing in an assigned Lead capacity and/or engaged in assigned roles when they are providing train-the-trainer instruction. Lead rates must be pre-approved by the Business Manager.

Section 3. Crane Mechanics, Crane Inspectors and Crane Operators will be paid at the same wage rate. Crane Mechanics, Crane Inspectors and Crane Operators must maintain qualifications in accordance with the NAVFAC P-307.

Section 4. High voltage electricians will be paid at a higher rate (approximately 10.5%) than maintenance electricians [See Exhibit A]. High voltage electricians are required to remain technologically current; the Union may provide continuing educational information to meet this requirement at no cost to the Company.

Section 5. Employees who work a regularly scheduled night shift that begins between the hours of 6:00 PM. and midnight (12:00 AM) will receive a night shift differential of $0.50/hour over the standard wage rate for their position. Employees who work a regularly scheduled night shift that begins between the hours of midnight (12:00 AM) and 6:00 AM will receive a night shift differential of $1.00/hour over the standard wage rate for their position.

Section 6. In order to provide services effectively, the Company often needs work to be done outside of regular working hours. When an employee is designated by letter or by list to be immediately available to return to work during a period in which he is not on regular duty, he shall be on standby duty and subject to recall. While on standby duty, an employee cannot consume alcohol, must be available at a known telephone number and be physically able to return to work within 30 minutes. Employees who are designated by the Annex Manager or his designee to serve in standby duty shall receive special compensation. An employee on standby is entitled to compensation as follows:

(a) During off-duty hours following a day of work, an employee shall be entitled to a standby pay of one hour's pay at the employee's hourly wage.

(b) During a day of rest or a designated paid holiday, an employee shall be entitled to a standby pay of two hour's pay at the employee's hourly wage.

(c) When an employee, while on standby, is unavailable or unable to report to work when required, no compensation shall be granted for the total standby period and the employee shall be subject to discipline.

(d) An employee who is on standby duty shall receive the applicable standby duty pay in addition to pay for all hours worked when recalled.

Section 7. The Company may grant Hazardous Pay Differential to employees who are temporarily exposed to hazardous duty or duty involving physical hardship. Hazardous duty pay shall not be used as an incentive to encourage employees to work in an unsafe place or under unsafe conditions. Hazardous Pay Differential is calculated at the rate of the employee's regular wage plus four or eight percent depending on the degree of hazard. Implementation of pay differential will be applicable if and only if a Determination of Hazardous Duty has been made in accordance with the Company's Temporary Hazard Pay procedure. Employees will only be compensated for the period of their exposure in half-hour increments. The Company will submit to the Union for its review and records all job descriptions of employees who are temporarily exposed to hazardous duty.

(a) An eight percent (8%) differential is applicable when employees are exposed to a high-risk hazard such as mandatory work on an energized high voltage circuit.

(b) A four percent (4%) differential is applicable when employees are exposed to a medium-risk hazard such as mandatory work handling ordnance.

Section 8. Entry level positions will be established for Waste Water Plant Operators, Water Plant Operators, and Riggers. Entry level positions will receive 80% of a journeyman's wage until minimum qualifications and certifications required for that position are obtained. Once they are obtained, employees will be compensated at the regular position rate.

(a) Entry Level Plant Operators, must obtain required GEPA Certification, Level 1, at a minimum.

(b) Entry Level Riggers must complete required training, obtain a Rigger Certification card from the Crane Program Manager and have at least one year of experience (OJT included) at a minimum.

Section 9. Any CBA employee acting in an exempt supervisory capacity for more than one (1) week will be compensated an additional $3.00 an hour above their current wage (refer to exhibit A). A designation letter must be established.

ARTICLE XXII - HOLIDAYS

Section 1. The Company will observe the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

NOTE: If contractually feasible, the Company will observe Guam's Liberation Day (July 21) in lieu of Columbus Day for the term of this contract.

Section 2. When a holiday falls on an employee's first designated day off in the workweek, the preceding scheduled workday shall be observed as the holiday.

Section 3. When a holiday falls on an employee's second designated day off in the workweek, the following scheduled workday shall be observed as the holiday.

Section 4. All employees whose work schedules permit will be entitled to have the day off and shall receive their regularly scheduled straight time pay as holiday pay.

Section 5. In case the Company requires an employee to work on a designated holiday, the employee will receive the applicable holiday pay and, in addition, the work performed by such employee shall be paid for at one and one-half (1 1/2) their regular rate.

Section 6. An employee, who has been notified at least twenty-four hours in advance to work on a holiday and who does not work without a valid excuse, shall receive no holiday pay for that day. Advance notice may be less than twenty-four hours in case of an emergency.

Section 7. An employee must be in a Company paid status on the scheduled workday before and the scheduled workday after his designated holiday in order to receive holiday pay. Regularly scheduled work, scheduled/approved paid time off, etc. qualify as "paid status." An employee not on a paid leave status, such as Leave Without Pay, Short Term Disability, Family Medical Leave or Military Leave, will receive no holiday pay.

ARTICLE XXIII – PAID TIME OFF (PTO)

Section 1. Allowances. Eligibility and service credit shall be from employee's benefit date to Company benefit date. Paid time off (PTO) will be awarded as follows:

a) An employee with one (1) year of service, but less than three (3) years of service will be awarded up to 15 days (3 weeks) of PTO annually.

b) An employee with three (3) years of service, but less than eight (8) years of service will be awarded up to 25 days (5 weeks) of PTO annually.

c) An employee with eight (8) years of service will be awarded up to 30 days (6 weeks) of PTO annually.

d) PTO hours shall be earned, accrued, calculated, and awarded based on hours worked, in accordance with Company Policy, every pay period.

e) PTO benefits will not be computed on overtime hours.

f) PTO is an employee benefit, which may be used for vacations, sick leave, time off for personal chores, respite from the rigors of work, etc.

g) Employees must use their earned benefit during the year.

h) Employees will be expected to plan their time off with their supervisor/ manager to minimize impacts to mission and the BOSC, except for legitimate illness.

i) Advance pay will not be provided for PTO.

j) Employees who leave the Company for any reason, voluntarily or involuntarily, will be paid for all fully earned/ unused PTO, upon termination.

Section 2. Scheduling. PTO requests must be made in writing to the employee's supervisor at least fourteen (14) calendar days prior to start date. The Company reserves the right to approve or deny requests based on business operational requirements. PTO requests will be approved based on seniority. PTO may be used in increments of no less than 1/2 of an hour (thirty minutes).

Section 3. Leave Sharing. The Company has established a leave-sharing bank for the purpose of providing leave for those employees in need and who are eligible for leave sharing. Donations and eligibility procedures will be administered in accordance with Company policy.

Section 4. Employees requesting PTO fourteen (14) days in advance will receive written approval/disapproval from management within three (3) working days of submitting a request.

ARTICLE XXIV - JURY DUTY

Section 1. Employees summoned to serve on jury duty will be granted time off not to exceed the limits of the prevailing territorial law or up to 10 days of service, whichever is greater.

Section 2. Notice of jury duty must be given to the Company upon receipt of a jury summons, and proof of such service must be submitted to the satisfaction of the Company before this Article shall apply. Employees shall have total hours served on jury duty noted on their proof of service. Employees summoned to jury duty that are released by the Court with less than four (4) hours of service shall return to work.

Section 3. The Company shall compensate the employee for each regular workday spent on jury duty as specified by the applicable governing statute. If no compensation provision is specified by statute, the employee will receive the difference between gross fees received and the employee's regular earnings that would have been paid for each day of service.

Section 4. Any employee scheduled to work third shift when he is summoned for jury duty shall not be required to work the night before he is to report for jury duty. He shall receive payment as outlined above.

Section 5. Part-time employees working 20 hours per week or more will receive jury duty benefits on a pro rata basis.

Section 6. Employees on jury duty who have exhausted 80 hours of their entitlement have the option to utilize either Leave Without Pay or PTO for their remaining hours of jury duty.

ARTICLE XXV - BEREAVEMENT LEAVE

Section 1. Immediate Family. An employee with the Company shall be given up to three (3) paid workdays off to attend the funeral of his immediate family. "Immediate family" shall be considered as follows:

> Spouse, parent, parent of spouse, legal guardian, child, brother, sister, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, grandchild, grandparent, and grandparent of spouse.

Under special circumstances, an employee may be granted up to five (5) paid workdays off to attend to the funeral and other affairs related the death of an immediate family member. Those special circumstances are: (1) Executor of the decedent's will, (2) Only child of the decedent, (3) Primary caretaker of the decedent, or (4) Off-island travel (other than Saipan) required to attend the funeral. Proof documentation will be required.

Section 2. Extended Family. An employee shall be given one (1) paid workday off to attend the funeral of the following extended family members:

> Brother/sister of spouse, stepbrother/sister of spouse, half-brother/sister of spouse, son/daughter-in-law, and spouse of employee's brother/sister.

Section 3. Employees may be required to provide proof of claim.

Section 4. Part-time employees working 20 hours per week or more will receive bereavement benefits on a prorated basis.

ARTICLE XXVI - ILLNESS

Section 1. Paid Time Off (PTO) is provided to cover paid time away from work in the event that an employee is ill or injured and unable to work in accordance with the employee's terms and conditions of employment.

a) Absences of three (3) or more consecutive scheduled working days shall require a written statement from the employee's physician documenting medical treatment, if requested. Absences of more than fourteen (14) consecutive calendar days require a physician's Release to Work Statement detailing any work related limitations. Hospitalization of any duration requires a physician's Release to Work Statement.

b) Employees who become ill or injured during working hours must report to their supervisor before departing, except during a medical emergency.

c) All employees who are unable to report for work because of illness or injury must notify their immediate supervisor prior to the scheduled start of the employee's shift. When reporting absences, the employee is to report the nature of the illness or injury, anticipated duration of home or hospital confinement, and a telephone number for follow-up, if needed. Absences must be reported daily unless otherwise instructed by the employee's supervisor.

d) In the event that the nature of the illness or injury prevents the employee from providing the required notification, a family member or friend of the employee should report the employee's absence to the employee's immediate supervisor.

e) For absences exceeding fourteen (14) consecutive days, the employee is responsible for maintaining weekly contact with his immediate supervisor to keep him informed as to their status. The supervisor is then responsible for reporting employee status for employee's absences of over fourteen (14) consecutive working days to the Human Resources Office.

f) Days spent in the hospital and in recuperation may be charged to PTO with supporting documentation from the hospital or physician.

g) Should the employee's supervisor believe that an absence is due to an occupational related illness or injury, the supervisor is responsible for reporting this information to the Annex or Department Manager, the Human Resources Department and the Safety Department.

ARTICLE XXVII - OVERCLASSIFICATION

Section 1. All employees directed/approved by competent authority (Annex or Department Manager) to perform work in a higher classification will receive the applicable rate of pay for such classification while engaged in such work.

Section 2. Employees in a lower classification requesting on-the-job training (OJT) shall be given the opportunity to perform limited work at the higher classification, on a training basis, without an increase in compensation. Such training will be recorded (Employee, Trainer, job tasks performed, hours performed on each task, Supervisor's signature, Annex Manager's signature) and filed in employee's personnel file.

ARTICLE XXVIII - APPRENTICESHIP PROGRAM AND VOLUNTARY EDUCATIONAL PROGRAM

Section 1. The company will jointly work with the Union to develop and maintain a viable Apprenticeship Program. The program will be a joint partnership with DZSP 21 LLC; I.B.E.W., Local 1260; Guam Community College; and the General Contractors Association.

Section 2. All employees indentured into the Apprenticeship Program will be compensated according to the standards set in the DZSP 21 LLC guidelines, with the help of the Guam Contractors Association and Guam Community College.

Section 3. Should there be substantial changes or elimination of a referenced program, beyond the control of the Company, the parties will meet in a good faith effort to seek alternate solutions. However, the Company is under no obligation to incur liability from discontinued apprenticeship programs under the above described circumstances.

ARTICLE XXIX - INSURANCE

Section 1. DZSP 21 LLC will pay into the DZSP 21 LLC health and welfare plan for all regularly compensated hours up to a maximum 40 hours a week at the rate published in the most recent Service Contract Wage Determination as and when incorporated into the Contract. The rate will become effective on January 1 of each year covered by this agreement. Monies in excess of those necessary to provide the coverage as set forth in this Article will be placed in the employee's 401(K) plan.

Section 2. The health plan will provide health benefits via a Guam insurance carrier, competitively chosen to provide optimum benefits at lowest cost (best value). When cost-feasible, "Level A" and "Level B" plans will be offered. The benefit plan year will be on a calendar year basis, with any changes to become effective on January 1, 2018 and each January 1 thereafter.

Section 3. The health plan administrator will administer the plan. It is anticipated that the health plan will provide for 100% paid coverage for "employee only" in the "Level A" Plan. Employees that select dependent care will pay the balance of the cost of the plan via payroll deduction. Employees that select the "Level B" Plan will pay the full difference in cost between the "Level A" and the "Level B" plan. If there is excess money in the employee's fringe allocation, it will be used to fund up to 50% of dependent care coverage.

Section 4. If eligible, employees may opt out of employer-provided benefits to the extent allowed by law, once annually, during the designated period of open enrollment. If the employee chooses to opt out of employer-provided coverages, associated excess funds will be placed in the employee's 401(K) plan, and the employee may not obtain medical insurance coverage during the plan year absent a qualifying event.

ARTICLE XXX – SAVINGS/RETIREMENT PLAN

DZSP 21 LLC offers a 401(K) Savings/Retirement Plan to hourly employees and will contribute 2% of the employee's earnings (holidays, PTO, other leave, LWOP, and overtime are not eligible) every pay period to the employee's plan. The Savings Plan also allows for employee contributions (which are highly encouraged) in accordance with IRS regulations, which may be accomplished through payroll deduction(s). It is understood and agreed that the plan will be effective for the duration of this Collective Bargaining Agreement unless terminated by mutual agreement of the parties. However, the Company, at its sole discretion during the term of our Agreement, may determine that it is necessary or advisable to change, amend, modify, change administrators, or

terminate the Plan. If the Company plans such actions, it will promptly notify the Union of such actions and meet with the Union to discuss changes.

ARTICLE XXXI – SAFETY SHOES

All employees if required by the Company or Contract to utilize safety shoes will receive an annual safety shoe reimbursement of up to $150 per year. Employees must bring in a receipt to receive reimbursement. In special circumstances, due to extreme usage, premature wear, or damage, employees may be reimbursed for safety shoes twice a year.

ARTICLE XXXII –SUBSTANTIVE CBA CONTRACT CHANGES

Section 1. The Table of Contents and the following articles/sections were modified or added:

Agreement Preamble
Agreement Term
ARTICLE I, RECOGNITION, Sections 1, 2
ARTICLE II, NON-DISCRIMINATION
ARTICLE III, MANAGEMENT RIGHTS, Sections 1, 3
ARTICLE IV, UNION ACCESS TO OPERATIONS, Section 1
ARTICLE V, GRIEVANCE PROCEDURE, Sections 2, 4, 5, and 7
ARTICLE IX, BARGAINING UNIT WORK
ARTICLE X, SENIORITY, Sections 1, 2, 3, 5, and 6
ARTICLE XI, TEMPORARY ASSIGNMENTS AND BUSINESS TRAVEL, Sections 2, 3, and 4
ARTICLE XII, FILLING OF VACANCIES, Sections 2, 3, and 7
ARTICLE XIII, HOURS OF WORK, Sections 2, 3, 6, and 9
ARTICLE XIV, OVERTIME
ARTICLE XVII, CHECKOFF
ARTICLE XVIII, SHOP STEWARDS, Section 3
ARTICLE XXI, WAGES, Sections 1, 2, 3, 4, 8 and 9
ARTICLE XXII, HOLIDAYS, Section 1
ARTICLE XXIII, PAID TIME OFF, Sections 1, 2, 3 and 4
ARTICLE XXIV, JURY DUTY, Sections 1, 2, and 6
ARTICLE XXVI, ILLNESS, Section 1
ARTICLE XXVIII, APPRENTICESHIP PROGRAM AND VOLUNTARY EDUCATIONAL PROGRAM, Section 3
ARTICLE XXIX, INSURANCE, Sections 1, 2, 3 and 4
ARTICLE XXX, SAVINGS/RETIREMENT PLAN
ARTICLE XXXI – SAFETY SHOES
ARTICLE XXXII - SUBSTANTIVE CBA CONTRACT CHANGES
ARTICLE XXXIII, TERM and NOTICE of CHANGE or TERMINATION

ARTICLE XXXIII - TERM AND NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective July 1, 2017, and shall continue in full force and effect through 11:59 pm on December 31, 2021, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the anniversary date (January 1) of the agreement.

In witness whereof, the parties have caused this agreement to be executed by their authorized representatives on the 31st day of May, 2017.

DZSP 21 LLC

Wayne L. Cornell
President & CEO

Shannon C. Quinata
Business Manager

Therese C. Stanley
Human Resources/Labor Relations Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 1260

Edwin Nakazato
President

Adam Carlson
Recording Secretary

Russell K. Takemoto
Business Manager/Financial Secretary

Amy E. Ejercito
Sr. Assistant Business Manager

Kenneth J. Laguaña
Assistant Business Manager

Jose Salas
Organizer

James San Agustin
Negotiations Committee

Dana Garretson
Negotiations Committee

Peter Champaco
Negotiations Committee

Bill Quenga
Negotiations Committee

Joseph Silva
Negotiations Committee

MEMORANDUM OF AGREEMENT # 1

Between DZSP 21 LLC and LOCAL 1260, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, in reference to COLLECTIVE BARGAINING AGREEMENT (CBA) recently negotiated, agreed to and signed by all parties on or before 05 June 2017.

Specific to Section 8 (Entry Level Positions) of Article XXI (Wages) of the CBA:

It is mutually agreed and understood that the Company will add "Entry Level" pay for the CRANE INSPECTOR position. Recently revised Section 8 of Article XXI will be replaced, in its entirety, by the following:

> **Section 8.** Entry level positions will be established for Waste Water Plant Operators, Water Plant Operators, Crane Inspectors, and Riggers. Entry level positions will receive 80% of a journeyman's wage until minimum training, qualifications and certifications required for that position are obtained. Once they are obtained, employees will be compensated at the regular journeyman position rate.
>
> (a) Entry Level Plant Operators must obtain required GEPA Certification, Level 1, at a minimum.
>
> (b) Entry Level Crane Inspectors and Riggers must complete required training, demonstrate minimum knowledge/skills before a constituted "Quals and Certs" Board and obtain a Crane Inspector or Rigger Certification Card from the Crane Program Manager and/or Certifying Official and have at least one year of experience (OJT included) at a minimum.

"Entry Level" pay will be 80% of the journeyman's wage, (refer to the most current Exhibit A) until minimum training, qualifications, experience and certifications required for that position are obtained. Once they are obtained, employee will be compensated at the regular journeyman position rate.

Crane Program qualifications must be in accordance with the NAVFAC P-307. Crane inspectors must demonstrate a good working knowledge and understanding of crane equipment, crane mechanics, crane electrical/ electronics, and crane inspection as determined by the Certifying Official and Crane Program manager. Crane riggers must demonstrate a good working knowledge and understanding of crane equipment; rigging gear, spreader bars and hardware; load and center of gravity calculations; rigging configurations; and crane lifting safety hazards as determined by the Crane Program manager.

All other previously negotiated and agreed upon Articles and contractual elements remain in effect.

In witness whereof, the parties have caused this agreement to be executed by their authorized representatives on the 14th day of June, 2017.

Wayne L. Cornell
President & CEO
DZSP 21 LLC

Kenneth Laguana
Assistant Business Manager
International Brotherhood of Electrical Workers,
Local 1260

MEMORANDUM OF AGREEMENT #2

Reference: COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN DZSP 21 LLC and LOCAL 1260, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, NEGOTIATED AND SIGNED ON MAY 31, 2017.

In accordance with Section 1 of ARTICLE XXI (Wages) of the CBA, the wage increase negotiated for calendar year 2019 will be 2.8%. This increase will be effective 1 January 2019 through 31 December 2019.

It is mutually agreed and understood that the Company and the Union will open negotiations annually to determine the wage increase for each successive year until the CBA's expiration in accordance with Section 1 of ARTICLE XXI (Wages) of the current CBA.

All other previously negotiated and agreed upon Articles and contractual elements remain in effect.

In witness whereof, the parties have caused this agreement to be executed by their authorized Representatives on the 3 of December 2018.

Wayne Cornell
President and CEO, DZSP 21

Kenneth J Laguaña
Assistant Business Manager
International Brotherhood of Electrical Workers
Local 1260

Exhibit A - Wages

Notes	POSITION/TITLE	*Current Rates* As of 12/1/17	As of 1/1/19	***Local Union Dues*** 12/1/2017 Bi-Weekly FROM	1/1/2019 Bi-Weekly TO
ART XXI, Sect 1		3.0%	2.8%		
	ACCOUNTING CLERK I	$15.97	$16.42	$40.71	**$41.60**
	ACCOUNTING CLERK II	$16.83	$17.30	$42.42	**$43.36**
	ACCOUNTING CLERK III	$18.26	$18.77	$45.28	**$46.31**
	ACCOUNTING CLERK IV	$21.53	$22.13	$51.83	**$53.04**
	ADMINISTRATIVE ASSISTANT	$22.73	$23.36	$54.23	**$55.50**
	AIR TRAF CONT SPEC TERM (MTC)	$32.18	$33.08	$73.12	**$74.93**
	AUTOMOTIVE WORKER	$18.12	$18.63	$45.01	**$46.03**
	BUILDING INSPECTOR	$26.13	$26.86	$61.03	**$62.49**
	BUS DRIVER	$13.77	$14.16	$36.32	**$37.09**
	CARPENTER MAINTENANCE	$19.87	$20.42	$48.50	**$49.62**
	CASHIER	$10.79	$11.09	$30.35	**$30.95**
	CLEANER, VEHICLES	$10.26	$10.55	$29.29	**$29.86**
	COLLECTION SYSTEM OPERATOR LEVEL I	$19.21	$19.75	$47.20	**$48.27**
	COLLECTION SYSTEM OPERATOR LEVEL II	$19.99	$20.55	$48.75	**$49.87**
	COLLECTION SYSTEM OPERATOR LEVEL III	$20.48	$21.05	$49.72	**$50.87**
	COLLECTION SYSTEM OPERATOR LEVEL IV	$21.64	$22.24	$52.04	**$53.25**
	COMPUTER OPERATOR II	$19.39	$19.94	$47.56	**$48.64**
	COMPUTER OPERATOR III	$21.38	$21.98	$51.53	**$52.73**
	COMPUTER OPERATOR IV	$23.72	$24.38	$56.20	**$57.53**
	COMPUTER OPERATOR V	$26.55	$27.29	$61.87	**$63.36**
	COMPUTER PROGRAMMER II	$23.92	$24.59	$56.61	**$57.95**
	COMPUTER PROGRAMMER III	$29.29	$30.11	$67.36	**$69.00**
	COMPUTER PROGRAMMER IV	$35.83	$36.83	$80.42	**$82.43**
	COMPUTER SYS ANALYST II (QA SPC)	$35.86	$36.86	$80.49	**$82.50**
	COOK I	$11.65	$11.98	$32.07	**$32.72**
	COOK II	$16.03	$16.48	$40.82	**$41.72**
ART XXI	CRANE OPERATOR	$23.90	$24.57	$56.57	**$57.91**
Section 3	CRANE INSPECTOR	$23.90	$24.57	$56.57	**$57.91**
Note 6	CRANE MECHANIC	$23.90	$24.57	$56.56	**$57.90**
	DECKHAND	$13.86	$14.25	$36.49	**$37.26**
	DESK CLERK	$12.74	$13.09	$34.25	**$34.96**
Note 1	DIET CLERK	$11.65	$11.98	$32.07	**$32.72**
	DISPATCHER, ELECTRICAL UTILITIES	$24.30	$24.98	$57.38	**$58.74**
	DISPATCHER, MOTOR VEHICLE	$17.95	$18.46	$44.67	**$45.68**
	DISTRIBUTION SYSTEM OPERATOR LEVEL I	$19.21	$19.75	$47.20	**$48.27**
	DISTRIBUTION SYSTEM OPERATOR LEVEL II	$19.99	$20.55	$48.75	**$49.87**
	DISTRIBUTION SYSTEM OPERATOR LEVEL III	$20.48	$21.05	$49.72	**$50.87**
	DISTRIBUTION SYSTEM OPERATOR LEVEL IV	$21.64	$22.24	$52.04	**$53.25**
	DRAFTER III	$26.31	$27.04	$61.38	**$62.85**
	DRAFTER IV	$32.56	$33.47	$73.89	**$75.71**
	ELEC. TECH II, MAINTENANCE	$20.97	$21.56	$50.71	**$51.89**
	ELEC. TECH III, MAINTENANCE	$25.52	$26.24	$59.81	**$61.24**
ART XXI, Sect 4	ELECTRICIAN, HIGH VOLTAGE (HV)	$23.60	$24.26	$55.97	**$57.29**
	ELECTRICIAN, MAINTENANCE	$21.35	$21.95	$51.48	**$52.67**
	ENGINEERING TECHNICIAN III	$22.42	$23.05	$53.61	**$54.87**
	ENGINEERING TECHNICIAN IV	$27.78	$28.56	$64.33	**$65.89**
	ENVIRONMENTAL TECHNICIAN	$25.79	$26.51	$60.34	**$61.78**
	ESTIMATOR	$25.11	$25.81	$58.98	**$60.39**
	FIELD MAINTENANCE TECHNICIAN	$21.85	$22.46	$52.47	**$53.69**
	FIRE ALARM SYSTEM MECHANIC	$20.99	$21.58	$50.76	**$51.93**
	FOOD SERVICE WORKER	$10.31	$10.60	$29.40	**$29.98**
	FORKLIFT OPERATOR	$18.70	$19.22	$46.16	**$47.21**
	FUELS DISTR.SYSTEMS OPERATOR	$19.81	$20.37	$48.39	**$49.50**

Exhibit A - Wages

Notes	POSITION/TITLE	As of 12/1/17	As of 1/1/19	12/1/2017 Bi-Weekly	1/1/2019 Bi-Weekly
	GENERAL CLERK I	$12.33	$12.68	$33.43	**$34.13**
	GENERAL CLERK II (GATE GUARD)	$13.84	$14.23	$36.45	**$37.23**
	GENERAL CLERK III	$15.17	$15.60	$39.11	**$39.96**
	GENERAL CLERK IV	$16.57	$17.03	$41.90	**$42.83**
	GENERAL MAINTENANCE WORKER	$16.48	$16.94	$41.72	**$42.65**
	HAZMAT STORAGE SPECIALIST	$25.13	$25.83	$59.03	**$60.43**
	HEAVY EQUIPMENT MECHANIC	$22.63	$23.27	$54.04	**$55.31**
	HEAVY EQUIPMENT OPERATOR	$20.99	$21.58	$50.76	**$51.93**
	HRAC MECHANIC	$21.75	$22.36	$52.27	**$53.48**
	INSTRUMENT MECHANIC	$20.99	$21.58	$50.76	**$51.93**
	JANITOR	$12.04	$12.38	$32.86	**$33.53**
	LABORATORY TECHNICIAN	$24.88	$25.58	$58.53	**$59.92**
	LABORER	$10.79	$11.09	$30.35	**$30.95**
	LIBRARIAN	$23.40	$24.06	$55.58	**$56.89**
	LIBRARY TECHNICIAN	$17.11	$17.59	$42.99	**$43.94**
	LINE HANDLER	$21.41	$22.01	$51.60	**$52.80**
	LOCKSMITH	$19.87	$20.42	$48.50	**$49.62**
	MACHINERY MAINT. MECHANIC	$21.64	$22.24	$52.04	**$53.25**
	MACHINIST, MAINTENANCE	$20.99	$21.58	$50.76	**$51.93**
	MAINTENANCE TRADES HELPER	$13.35	$13.72	$35.46	**$36.21**
	MARINE TRAFFIC CONTROLLER	$32.18	$33.08	$73.12	**$74.93**
	MATERIAL COORDINATOR	$20.78	$21.36	$50.33	**$51.49**
	MATERIAL EXPEDITOR	$23.91	$24.58	$56.59	**$57.93**
	MATERIAL HANDLING LABORER	$13.37	$13.74	$35.51	**$36.26**
	MILLWRIGHT	$20.99	$21.58	$50.76	**$51.93**
	MOBILE EQUIPMENT SERVICER	$11.94	$12.27	$32.65	**$33.31**
	MOTOR VEHICLE MECHANIC	$19.56	$20.11	$47.90	**$48.99**
	MOTOR VEHICLE MECHANIC HELPER	$13.35	$13.72	$35.46	**$36.21**
	ORDER CLERK I	$14.44	$14.84	$37.65	**$38.46**
	ORDER CLERK II	$15.76	$16.20	$40.28	**$41.16**
	ORDNANCE EXPLOSIVE HANDLER	$18.70	$19.22	$46.16	**$47.21**
	PAINTER, AUTOMOTIVE	$18.55	$19.07	$45.87	**$46.91**
	PAINTER, MAINTENANCE	$19.87	$20.42	$48.50	**$49.62**
	PEST CONTROLLER I	$16.29	$16.74	$41.34	**$42.25**
	PEST CONTROLLER II	$19.56	$20.11	$47.90	**$48.99**
	PHOTOGRAPHER IV	$21.94	$22.55	$52.65	**$53.88**
	PIPEFITTER MAINTENANCE	$21.50	$22.10	$51.77	**$52.97**
	PLUMBER, MAINTENANCE	$20.36	$20.93	$49.50	**$50.64**
	PNEUDRAULIC SYSTEMS MECHANIC	$20.99	$21.58	$50.76	**$51.93**
	PRODUCTION CONTROL CLERK	$22.12	$22.74	$53.02	**$54.26**
	REFUSE COLLECTOR	$10.90	$11.21	$30.57	**$31.18**
	RENTAL CLERK	$16.98	$17.45	$42.73	**$43.68**
	REPORTER/WRITER	$19.47	$20.02	$47.72	**$48.81**
	RIGGER	$20.99	$21.58	$50.76	**$51.93**
	SAFETY INSPECTOR	$26.15	$26.88	$61.07	**$62.54**
	SECRETARY II	$19.23	$19.76	$47.22	**$48.30**
	SECRETARY III	$19.61	$20.16	$47.99	**$49.08**
	SHEET-METAL WORKER, MAINT.	$21.73	$22.33	$52.22	**$53.44**
	SHIPPING PACKER	$18.21	$18.72	$45.19	**$46.21**
	SHIPPING/RECEIVING CLERK	$18.21	$18.72	$45.19	**$46.21**
	STATIONARY ENGINEER	$21.35	$21.95	$51.48	**$52.67**
	STEVEDORE I	$20.39	$20.96	$49.54	**$50.68**
	STEVEDORE II	$22.43	$23.06	$53.64	**$54.90**
	STOCK CLERK	$19.01	$19.54	$46.79	**$47.86**
	SUPPLY TECHNICIAN	$21.77	$22.38	$52.32	**$53.54**
	TECHNICAL WRITER II	$31.84	$32.73	$72.45	**$74.23**

Exhibit A - Wages

Notes	POSITION/TITLE	As of 12/1/17	As of 1/1/19	12/1/2017 Bi-Weekly	1/1/2019 Bi-Weekly
	TECHNICAL WRITER III	$38.51	$39.59	$85.79	**$87.94**
	TEST EXAMINER	$19.23	$19.76	$47.22	**$48.30**
	TOOL AND PARTS ATTENDANT	$18.70	$19.22	$46.16	**$47.21**
	TRUCK DRIVER, LIGHT (SML CFT OPR)	$15.43	$15.86	$39.63	**$40.49**
Note 5	TRUCK DRIVER, HEAVY TRUCK	$17.51	$18.00	$43.79	**$44.77**
	TRUCK DRIVER, MEDIUM TRUCK	$15.63	$16.07	$40.03	**$40.91**
	TRUCK DRIVER, LIGHT TRUCK	$13.30	$13.67	$35.36	**$36.11**
	VENTILATION EQUIPMENT TENDER	$13.84	$14.23	$36.45	**$37.23**
	WAITER/WAITRESS	$10.02	$10.30	$28.82	**$29.38**
	WAREHOUSE SPECIALIST	$18.70	$19.22	$46.16	**$47.21**
	WASTE WATER PLANT OPERATOR LEVEL I	$19.21	$19.75	$47.20	**$48.27**
	WASTE WATER PLANT OPERATOR LEVEL II	$19.99	$20.55	$48.75	**$49.87**
	WASTE WATER PLANT OPERATOR LEVEL III	$20.66	$21.24	$50.09	**$51.25**
	WASTE WATER PLANT OPERATOR LEVEL IV	$22.41	$23.04	$53.59	**$54.85**
	WASTE WATER SYSTEM SPECIALIST	$19.98	$20.54	$48.73	**$49.85**
	WATER PLANT OPERATOR LEVEL I	$19.21	$19.75	$47.20	**$48.27**
	WATER PLANT OPERATOR LEVEL II	$19.99	$20.55	$48.75	**$49.87**
	WATER PLANT OPERATOR LEVEL III	$20.66	$21.24	$50.09	**$51.25**
	WATER PLANT OPERATOR LEVEL IV	$22.41	$23.04	$53.59	**$54.85**
	WATER SYSTEM SPECIALIST	$19.98	$20.54	$48.73	**$49.85**
	WELDER, COMBINATION, MAINT.	$20.08	$20.64	$48.92	**$50.05**
	WORD PROCESSOR II	$16.92	$17.39	$42.60	**$43.55**
	WORD PROCESSOR III	$20.36	$20.93	$49.50	**$50.64**

Note 1: ~~Annex 1300: employees performing diet clerk duties were previously paid as General Accounting Clerks IV; incumbent wages will be frozen until the market wage or annual raises surpass $14.71; new hires will be paid the Diet Clerk wage.~~ NO LONGER APPLICABLE to this contract.

Note 2: (Reference ART XXI, Sect 2) All journeyman positions will have an established Lead pay rate of $1 over the "journeyman" rate when employees are performing in an assigned Lead capacity and/or engaged in assigned roles when they are providing train-the-trainer instruction. Lead rates must be pre-approved by the Business Manager.

Note 3: There will be an annual wage increase for every year covered by this agreement (or as may be extended). Those raises will become effective January 1, 2019; January 1, 2020; and January 1, 2021. The upper limit of any annual wage increase will be determined by the increase in the Guam Consumer Price Index from the first quarter of the previous year to the first quarter of the current year. [Example: The upper limit of CY2019's raise shall be the percentage increase in the Guam CPI from the first quarter of 2017 to the first quarter of 2018.] Any annual wage increase will also consider applicable budgetary controls established by the federal government.

Note 4: Employees who work a regularly scheduled night shift that begins between the hours of 6:00 PM. and midnight (12:00 AM) will receive a night shift differential of $0.50/hour over the standard wage rate for their position. Employees who work a regularly scheduled night shift that begins between the hours of midnight (12:00 AM) and 6:00 AM will receive a night shift differential of $1.00/hour over the standard wage rate for their position.

Note 5: Effective 07/01/2017, there will be a $1.25 increase to $17.00 for Truck Drivers, Heavy Truck. The increase is awarded in order to remain competitive for retention and recruiting purposes and is based on comparative research (Sources reviewed: BLS, SCA WD and PayScale.com).

Exhibit A - Wages

Notes	POSITION/TITLE	As of 12/1/17	As of 1/1/19	**12/1/2017 Bi-Weekly**	**1/1/2019 Bi-Weekly**
Note 6:	Crane Mechanics, Crane Inspectors and Crane Operators will be paid at the same wage rate. Crane Mechanics, Crane Inspectors and Crane Operators must maintain qualifications in accordance with the NAVFAC P-307.				

MEMORANDUM OF AGREEMENT #3

(LIBRARIAN)

DZSP 21 LLC (hereinafter referred to as the "Company") and the IBEW Local 1260 (hereinafter referred to as the "Union") hereby agrees as follows:

The Company and the Union agree to comply with the Employment Standards Administration, Wage and Hour division, Wage Determination #2015-5693, Revision 8, dated 12/26/2018, the Area Wage Determination for Guam, the Marianas Islands, Wake Island, for the new wage for the Librarian Classification (Occupation Code #13047) wage rate. Effective Immediately the Librarian wage rate will be adjusted from the current CBA wage rate in exhibit A from $24.06 to the SCA minimum rate of $26.42.

The $2.36 per hour increase will also be adjusted and credited to all employees who hold the position of Librarian and shall increase wages for the Librarian Classification for all hours paid.

The Classification of Librarian under the current CBA Wage exhibit A will be noted and adjusted to reflect the change of this MOA.

All other wage adjustments to the classification of Librarian after the signing of this agreement will be applied in accordance of the current CBA dated July 1, 2017.

All other previously negotiated and agreed upon articles and contractual elements not in this MOA remain in effect.

Kenneth J Laguana
Assistant Business Manager
IBEW Local 1260

Date: 5-22-19

Shannon Quinata
DPM
DZSP 21 LLC

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Date: 04/29/2019

MEMORANDUM OF AGREEMENT #4

(Water and Waste Water Plant Operators)

DZSP 21 LLC (hereinafter referred to as the "Company") and the IBEW Local 1260 (hereinafter referred to as the "Union") hereby agrees as follows:

The Company and the Union are in agreement that, due to exigent certification requirements, training, and retaining of qualified operators from level II to IV, All Journeyman Water Plant and Waste Water Plant Operators level II thru IV will receive a one-time wage adjustment of $2.00 per hour starting August 1, 2019. The wage exhibit will be immediately adjusted and reflected in the current CBA to reflect the following:

Waste/Water Plant Operator II – from $20.55 per hour to $22.55 per hour.
Waste/Water Plant Operator III – from $21.24 per hour to $23.24 per hour.
Waste/Water Plant Operator IV – from $23.04 per hour to $25.04 per hour.

All other wage adjustments after the signing of this agreement will be in accordance with Section 1 of ARTICLE XXI (Wages) of the current CBA dated July 1, 2017.

All other previously negotiated and agreed upon articles and contractual elements not in this MOA remain in effect.

Kenneth J Laguana
Asst. Business Manager
IBEW Local 1260

Date: 7/17/19

Shannon Quinata
Business Director
DZSP 21 LLC

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Date: 2019.07.17 14:47:41 +10'00'

Date: 07/17/2019