OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
OFFICE OF THE GOVERNOR

LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM

JOSHUA F. TENORIO
LIEUTENANT GOVERNOR OF GUAM

TRANSMITTED VIA CENTRAL FILES

October 20, 2026

MIGUEL BORDALLO, P.E.
General Manager
Guam Waterworks Authority
578 North Marine Corps Drive
Tamuning, Guam 96913
mcbordallo@guamwaterworks.org
(671) 300-6846

RE: COLLECTIVE BARGAINING AGREEMENT WITH GFT | CF#2026-26633

Håfa Adai General Manager Bordallo:

The following document is transmitted with the signature of *I Maga'hågan Guåhan:*

> **GUAM WATERWORKS AUTHORITY | CF#2026-26633**
> Request for Acceptance and Approval: Bargaining Agreement Between Guam Waterworks Authority and Guam Federation of Teachers

Any questions or concerns can be sent directly to the Office of Legal Counsels via email at legal@guam.gov. You may also call our office at (671) 473-1117/8.

Senseramente,

JEFFREY A. MOOTS
Legal Counsel

Enclosure(s): Agrmt. | CF#2026-26633

cc via email: *I Maga'hågan Guåhan*
I Sigundo Maga'låhen Guåhan

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CELEBRATING 30 YEARS
OF WATER, LIFE, SERVICE AND COMMUNITY

September 9, 2026

The Honorable Lourdes A. Leon Guerrero
Governor of Guam
513 West Marine Corps Drive
Ricardo J. Bordallo Governor's Complex
Hagåtña, Guam 96910
671-472-8931

(VIA CENTRAL FILES)

RE: Request for Acceptance and Approval: Collective Bargaining Agreement Between Guam Waterworks Authority and Guam Federation of Teachers

Dear Governor Leon Guerrero:

Transmitted herewith pursuant to 2 GAR §5105(d), is the fully executed Collective Bargaining Agreement between the Guam Waterworks Authority and the Guam Federation of Teachers, signed by the Chairman of the Guam Consolidated Commission on Utilities, the General Manager of the Guam Waterworks Authority, the President of the Guam Federation of Teachers, and its Chief Negotiator.

The agreement includes two substantive modifications to the previous agreement approved on September 3, 2020.

1. Contract term shall be for a period of five (5) years from the date of the signing of GWA Resolution No. 33-FY2026, representing a significant change from prior one-year agreements and providing greater operational and workforce stability.
2. The Agreement incorporates a standard information-sharing provision (Section 5.K) pertaining to an independent review of hazard pay, which requires prior CCU approval, imposes no financial obligation on GWA regardless of the review's findings, and expressly preserves the full decision-making authority of both the CCU and Management with respect to all matters of hazard pay administration.

The Agreement is respectfully submitted for your acceptance and approval. Kindly execute the enclosed Certificate of Acceptance and Approval and return a fully executed copy to the Guam Waterworks Authority for its records.

Respectfully,

10/6/2026

Miguel C. Bordallo, P.E.
General Manager

2026-26633
OFFICE OF THE GOVERNOR
CENTRAL FILES OFFICE
Rec'd By: Jomichael C. Quinata
Date: 10-14-26 Time: 4:03 PM

Attachments: 1. GWA and GFT: CBA
2. Certificate of Acceptance and Approval

GUAM WATERWORKS AUTHORITY
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913 • P.O. Box 3010, Hagåtña, Guam 96932
Tel. No. (671) 647-7800/3 • Fax No. (671) 648-3290 • guamwaterworks.org

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CERTIFICATE OF ACCEPTANCE AND APPROVAL

The GOVERNOR OF GUAM, pursuant to 2 GAR §5105(d), hereby approves this Collective Bargaining Agreement between the Guam Waterworks Authority and the Guam Federation of Teachers and thereby accepts and agrees to all the terms, covenants, conditions, and restrictions contained therein.

Lourdes A. Leon Guerrero
Governor of Guam

10/16/2026
Date

APPROVED AS TO FORM:
Jeffrey A. Moots
Legal Counsel

15 oct 2026
Date

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CONSOLIDATED COMMISSION ON UTILITIES
Guam Power Authority | Guam Waterworks Authority
P.O. Box 2977 Hagatna, Guam 96932 | (671)649-3002 | guamccu.org

GWA RESOLUTION NO. 33-FY2026

RELATIVE TO APPROVING A COLLECTIVE BARGAINING AGREEEMENT BETWEEN THE GUAM WATERWORKS AUTHORITY AND GUAM FEDERATION OF TEACHERS UNION

WHEREAS, under 12 G.C.A. § 14105, the Consolidated Commission on Utilities ("CCU") has plenary authority over financial, contractual, and policy matters relative to the Guam Waterworks Authority ("GWA"); and

WHEREAS, the GWA is a Guam Public Corporation established and existing under the laws of Guam; and

WHEREAS, Public Employee-Management Relations Act as set forth in 4 G.C.A. Chapter 10, recognizes the Guam Federation of Teachers Union ("GFTU") as the exclusive representative of the GWA employees and it has the authority to negotiate a Collective Bargaining Agreement ("CBA") for and on behalf of GWA employees with the management of GWA; and

WHEREAS, in September of 2025, the GWA entered into negotiations with the GFTU to update the Collective Bargaining Agreement between GWA and the GFTU that expired on September 03, 2025; and

WHEREAS, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions for employment for members of the GFTU; and

WHEREAS, Aside from grammatical corrections and terminological changes to clarify existing language, the Agreement contains only two substantive modifications from its predecessor: (1) the contract is one five (5) year term instead of five (5) one-year renewals; and (2) the Agreement incorporates a standard information-sharing provision pertaining to an

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independent review of hazard pay, which requires prior CCU approval, imposes no financial obligation on GWA regardless of the review's findings, and expressly preserves the full decision-making authority of both the CCU and Management with respect to all matters of hazard pay administration.

WHEREAS, the GFTU presented the Agreement to its GWA bargaining unit members for ratification, and the Agreement was duly and lawfully ratified by vote of the membership, as evidenced by the Declaration of GFTU Chief Negotiator and President, attached hereto and incorporated herein as Exhibit "A." and,

WHEREAS, entering into this Agreement strengthens the labor-management relationship between GWA and the GFTU, fostering a cooperative and stable work environment that supports the Authority's operational goals and public mission; and unlike prior agreements, which were negotiated on an annual basis, this Agreement provides a five (5) year term, offering meaningful continuity, predictability, and stability for both the Authority and its workforce.

NOW BE IT THEREFORE RESOLVED, BY THE CCU, AS THE GOVERNING BODY OF GWA, AS FOLLOWS:

1. The foregoing recitals hereto are hereby ratified, confirmed, and incorporated herein by reference.
2. The CCU approves the terms of the Collective Bargaining Agreement.
3. The CBA attached as EXHIBIT "A" is approved for a five (5) year period beginning from the date of the signing of this Resolution.

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RESOLVED, that the Chairman of the Commission certifies, and the Secretary of the Commission attests the adoption of this Resolution.

DULY AND REGULARLY ADOPTED, this 12th day of June 2026.

Certified by:

FRANCIS E. SANTOS
Chairperson

Attested by:

MELVIN F. DUENAS
Secretary

SECRETARY'S CERTIFICATE

I, **MELVIN F. DUENAS**, Board Secretary of the Consolidated Commission on Utilities as evidenced by my signature above do hereby certify as follows:

The foregoing is a full, true and accurate copy of the resolution duly adopted at a regular meeting by the members of the Guam Consolidated Commission on Utilities, duly and legally held at a place properly noticed and advertised at which meeting a quorum was present and the members who were present voted as follows:

AYES: 5
NAYS: 0
ABSENT: 0
ABSTAIN: 0

///

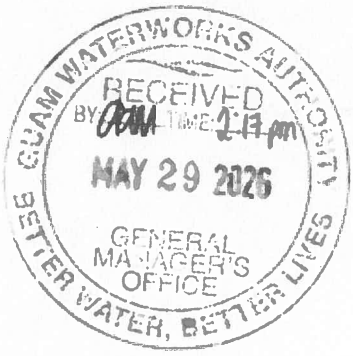
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GFT, AFT Local 1581
Together We Win!

Timothy Fedenko, President
Corazon Mucho, Secretary
Sanjay Sharma, Vice President
Mary Jean Vigilante, Treasurer



May 29, 2026

Thomas A. Cruz, P.E.
Acting General Manager
Guam Waterworks Authority
Gloria B. Nelson Public Service Building
688 Route 15, Mangilao, Guam 96913

Re: Transfmittal of the Signed Collective Bargaining Agreement

Hafa Adai Mr. Cruz,

Attached is the Original signed Ratified Collective Bargaining Agreement (CBA) between the Guam Waterworks Authority and the GFT Union.

Now that Timothy Fedenko, GFT President, has signed the CBA, please send the CBA, to the CCU Chairperson, for signature, and thereafter, please forward the CBA, to the Governor for her acknowledgment.

Please return the Original CBA, to GFT, upon execution of the CCU Chairperson.

Many Thanks,

Dan Del Priore

Daniel R. Del Priore
GFT Chief Negotiator

Encl. Original GFT-GWA CBA

ORIGINAL

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN the

CONSOLIDATED COMMISSION ON UTILITIES

Managing Utilities in the Interest of the Consumers

For

GUAM WATERWORKS AUTHORITY

AND

GUAM FEDERATION OF TEACHERS UNION

AFT LOCAL 1581 AFL-CIO

"A Union of Professionals"

EFFECTIVE DATE_____

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE GUAM WATERWORKS AUTHORITY
AND
THE GUAM FEDERATION OF TEACHERS UNION
AFT LOCAL 1581 AFL-CIO

ARTICLE I

1.A. PREAMBLE

This Agreement is a renewal and an Amended Agreement first approved and entered into on September 3, 2020 and ratified on August 14, 2020, by and between the Guam Waterworks Authority hereinafter referred to as ("GWA"), whose business address is Gloria B. Nelson Public Service Building, 688 Route 15, Mangilao, Guam 96913 5 and the Guam Federation of Teachers' Union hereinafter referred to as ("GFT") whose mailing address is P.O. Box 2301, Hagatna, Guam 96932, and collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

1.B. RECITALS

WHEREAS, pursuant to 4 G.C.A. §10105 and 12 G.C.A. §14109.5, GWA'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, GWA's Management hereby recognizes GFT as the exclusive representative of GWA's; and

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

1.C. RECOGNITION AND BARGAINING UNIT

1.C.1. The Guam Waterworks 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 Waterworks Authority.

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1.D. CONTRACT TERM

1.D.1. The Parties agree that the CBA first approved and ratified on September 3 and August 14, 2020, respectively shall be renewed for an additional **five (5)-year term** upon execution of this Agreement as amended herein, subject to the approval of the CCU.

1.D.2. All provisions of the prior CBA shall be carried forth herein and shall remain in full force and effect throughout the renewal period, except as specifically modified by this Agreement as amended herein.

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.A.3. Except as modified by this CBA, all provisions of the existing CBA remain unchanged and in full force.

2.A.4. This CBA shall take effect upon execution by the Parties and approval by all required authorities under Guam law.

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 GWA Payroll Deduction Form and a GFT Payroll Deduction Form, and GWA 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 GWA Staffing Pattern within thirty (30) days of a written quarterly request.

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2.B.2. GWA 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 Waterworks 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 Fair Labor Standards Act (FLSA) applicable Guam Law and Guam Rules and Regulations; both as may be amended from time to time, and Article V, Section 5.E. of this Agreement. 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. Employee shall be slotted into the step of the respective pay grade closest to, but not more than the salary received in the pay grade he/she held prior to the demotion for 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 of employment.

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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 Waterworks Authority

2.C.15. Employee: Any non-management person employed by the Guam Waterworks 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 GWA 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: It is that period in which a covered employee initially serves to attain permanent status as a GWA employee. This also applies to former employees who have not been employed in the Government of Guam service after four (4) years of separation in good standing. Probationary periods shall not be less than three (3) months nor more than twelve (12) months.

2.C.24. Overtime: Actual hours worked in excess of forty (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

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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 GWA General Manager. The effective date of the resignation shall be the date stated in the letter, or if no date is stated, it shall be deemed to be effective the next business day.

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.31. Union: Guam Federation of Teachers' Union.

2.C.32. Workday: The time an Employee is scheduled to work excluding the period of time the employee is scheduled for lunch.

2.C.33. Work Week: A regularly recurring period of seven (7) consecutive twenty-four (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 (5) working days of a written 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 forty-eight (48) hours written advance notice to the GWA 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 the 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, GWA shall grant the president of the Union leave of absence, without pay, during the president's term of office to conduct Union business. GWA may temporarily fill the position in the President's absence.

2.D.3.b. The president's leave of absence shall commence within thirty (30) days of such request. The Union agrees to reimburse GWA, on a current basis, for the Government of Guam retirement

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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. 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 sixteen (16) square feet. The location of the board is subject to GWA 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 GWA organizational division.

2.F.2. The Union shall supply Management with 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 GWA organizational division to work another, GWA 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 (40) 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 GWA 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 GWA Policies and Procedures at a subcommittee level. Participation is limited to one steward per subcommittee, and the same steward can be on one (1) 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.

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ARTICLE III

3. GRIEVANCE PROCEDURE

3.A. STATEMENT OF POLICY

It shall be the policy of the GWA 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 personnel actions or 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.

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

All Department Heads, Managers, 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; performance evaluation matters, 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 GWA's formal grievance process in which an impartial person, a mediator, facilitates communication between disputing parties to promote reconciliation, settlement, and understanding.

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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

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 GWA Personnel Office;
- **b.** An Equal Employment Opportunity Officer;

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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 in writing within two (2) working days of the change.
   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 GWA 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 forty-five (45) minutes, travel expenses, per diem travel allowances or consultation with a 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 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

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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 shall fall 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 steps of the grievance process and documentation to ensure that both 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.

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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) workdays 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) workdays of the presentation of the grievance or notification of the 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 a grievance from him/her concerning the same matter under the formal procedure.

3.G.5.g. MEDIATION

Within forty-eight (48) hours after the presentation of a written grievance, the supervisor, division head, or other authority must offer outside mediation selected from a list of up to five (5) mediators agreed upon by both GFT and GWA. The approved list shall automatically renew on October 1 of each year, 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

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not be used in any other steps of the grievance process or other GWA personnel related matters;

iii. All documents generated during the mediation process will be retained by the mediator;

iv. The mediator will generate and submit a final report documenting whether or not an agreement was reached to GWA's HR Department to include in the grievance file.

v. Any grievance resolved is considered a contract between the Parties. The terms and conditions must be documented, signed by both parties and submitted to GWA's 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 GWA's 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) workdays 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 of the grievance process 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 ten (10) workdays 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 (see Appendix A);

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 the department or division manager of the immediate supervisor within five (5) workdays after the receipt of the decision in Step 1, or after the decision was due.

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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 ten (10) work 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 the grounds for his/her 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 OR ARBITRATION

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 written decision within fifteen (15) working days of the submission of the complete grievance, at the Step 3 level;

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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 or Arbitration Panel within ten (10) workdays 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).

3.J.1.c. If employee and management agree to arbitration then a three (3) member arbitration panel shall be selected, where each Party selects one arbitrator, and the presiding arbitrator is selected by agreement of the Parties. Unless otherwise agreed, arbitration fees will be equally paid by each Party.

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.C. DETAIL ASSIGNMENTS

4.C.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.C.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

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who is unavailable for work for any reason including filling vacancies on a temporary basis.

4.C.3. All details in excess of thirty (30) calendar days must be documented.

4.C.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.C.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.C.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 ninety (90) calendar days, work normally performed by another employee.

4.C.7. Employees serving on a detail in a position having a higher pay grade than his/her regular position shall receive the pay grade assigned to that position at the employee's current step.

4.C.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 forty (40) hours. Alternatively, a workweek is a regularly recurring period of one hundred sixty-eight (168) consecutive hours – seven (7) consecutive twenty-four (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 are implemented by individual departments. A work week shall not be less than forty (40) hours unless a Bonafede financial need is declared by

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law, GWA governing board or General Manager.

5.B.3. A full-time employee shall be allowed a fifteen (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 thirty (30) minutes and up to a one (1) hour lunch 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 (2) weeks in advance so that the employees affected will be informed. Such schedule shall not be less than one (1) 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 one (1) and half (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 (except for training), 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 eight (8) hours in a day or forty (40) straight time hours in a workweek.

iii. Any fraction of an hour of overtime worked shall be converted to the nearest thirty (30) minutes.

iv. Covered employees include those positions that are not exempted by the Fair Labor Standards Act.

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5.D.1.b. OCCURRENCE OF OVERTIME WORK

i. Overtime work may be authorized by Management in cases of emergency, or when the best interest of GWA service indicate that overtime work is required.

ii. It shall be the responsibility of Management to determine that the provisions of overtime pay are administered in the best interest of GWA services. Recognizing that Management 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 forty (40) hours per workweek.

5.D.1.c. COMPENSATION FOR OVERTIME WORK

i. Where an established post of duty must be covered twenty-four (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 CCU or General Manager determines that the responsibilities prescribed for GWA 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 (2) pay periods after the overtime work is performed.

ii. Overtime compensation shall be at the rate of one (1) and half (½) times the regular rate of pay for each hour, or thirty (30) minute portion of the hour of overtime worked.

iii. An employee who is subject to the maximum one hundred twenty (120) hours of compensatory time under this agreement, shall be paid cash wages of time and one (1) and half (½) the regular rate of pay for overtime hours in excess of this maximum.

iv. The requirement that overtime must be paid after forty (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.

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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 GWA 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 one (1) and half (½) hours for each hour of overtime work, or portion of the hour.

5.E.3. Employees may accrue not more than one hundred twenty (120) hours of compensatory time.

5.E.4. Any additional overtime work performed by employees, who have already accumulated the maximum one hundred twenty (120) hours of compensatory time shall be compensated not later than two (2) pay periods following the period during which the overtime was worked.

5.E.5. When sickness lasting one (1) 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 (3) 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 GWA.

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

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identified in Section 1000, Chapter 10, Title 1 of the Guam Code Annotated; as may be amended.

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 ten percent (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.I. OUTSIDE EMPLOYMENT

Employees shall be permitted to work at outside private employment not in conflict with their government service, nor such as would bring GWA 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 GWA General Manager and such requests for outside employment shall be made at least once annually.

5.J. HAZARDOUS PAY

The following guidelines shall apply relative to requests for payment of hazardous duty pay differential which involves exposure to hazardous conditions.

5.J.1. Employees shall not to be compelled to Work in Unsafe Conditions. Following the determination of an unsafe working condition by GWA'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 GWA'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 GWA 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.

GWA shall take reasonable steps based on GWA'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 GWA a safe workplace and healthful working conditions free from recognized hazards that are causing or likely to cause death or serious physical harm.

5.J.2. Hazardous Duty Pay. Hazardous duty pay, as established under GWA's Hazardous Pay Policy (which may be amended from time-to-time by GWA's governing board for CTP

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employees), may be added to the base pay of employees who are temporarily exposed to hazardous duty for a minimum of fifteen (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 GWA's Hazardous Pay Policy.

5.K. COOPERATION WITH INDEPENDENT REVIEW OF HAZARD PAY

5.K.1. Subject to CCU notification and approval, GWA agrees to cooperate with the Department of Administration ("DOA") or any other authorized government entity, as proposed by the GFT, with conducting an independent review of hazard pay for GWA employees.

5.K.2. Cooperation may include providing documents, operational information, job data, or non-confidential records reasonably required for such review.

5.K.3. The Parties agree and acknowledge that:

a. GWA's commitment is solely to reasonably cooperate with the independent review process and to review its findings;

b. GWA makes no promise, guarantee, or commitment to adopt, implement, or endorse any findings or recommendations that may result from the independent review; and

c. GWA Management, together with the CCU, expressly reserves all rights and discretions to respond to, accept, reject, or otherwise act upon the review's findings in accordance with applicable law, fiscal considerations, and operational needs.

ARTICLE VI

6. PAY FOR PERFORMANCE EVALUATIONS (PFP) AND SALARY ADJUSTMENTS

6.A. PURPOSE

The GWA shall establish and maintain a performance evaluation system to reward employees for their satisfactory job performance. 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 (6) 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. PFP 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

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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 PFPs

The supervisor is responsible to conduct pay for performance evaluations of subordinates in a timely manner. The employee shall sign the PFP forms acknowledging the performance discussion; the employee's signature does not imply agreement but indicates the PFP 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 PFP forms acknowledging the evaluation of the employee.

6.D. PFP 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 ninety (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 GWA.

6.D.2. For employees on temporary assignments due to work injury, disability (light duty), etc. for one hundred twenty (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 GWA. PFP evaluation period begins October 1 through September 30; based on fiscal year.

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. PFP SALARY ADJUSTMENTS

Employees may receive a PFP salary adjustment increase based upon their performance evaluation. PFP increases above 2% are limited to 10% of employees per Division. All PFP increases above 2% must be recommended and justified in writing to the General Manager.

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

6.F.2. Meets expectations/satisfactory. The salary adjustment of an employee based on

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satisfactory performance is 2%.

6.F.3. Exceeds Expectations/Above Satisfactory. A 3% salary adjustment is based on the Division Manager's written justification and recommendation to the General Manager for approval, in accordance with GWA's PFP policy. Only 10% of employees per Division are eligible for a 3% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Exceeds Expectations shall receive a 2% salary adjustment.

6.F.4. Significantly Exceeds Expectations/Outstanding. A 4% salary adjustment is based on the Division Manager's written justification and recommendation to the General Manager for approval, in accordance with GWA's PFP policy. Only 1% of employees per Division are eligible for a 4% salary adjustment. In the absence of a written recommendation and justification, employees with PFPs that Significantly Exceed Expectations shall receive a 2% salary adjustment.

6.F.5. Employees Choice Award. The Employees Choice Award recognizes an employee within each section that exemplifies the Core Values of GWA – Professionalism, Integrity, and Excellence. From each department, an employee will be selected by receiving the highest number of votes from among the employees, supervisors, and managers in that department. Winners of the award will receive one day of administrative leave and a gift card.

6.G. APPEAL OF PERFORMANCE EVALUATION RATING

Employees whom are dissatisfied with a performance evaluation or rating may invoke the grievance procedures laid forth in this Agreement.

6.H. COMPENSATION ADJUSTMENT FOLLOWING A PROMOTION

6.H.1. Method 1: A pay adjustment resulting in a increase / promotion either by competition, reclassification, or pay grade reassignment or temporary appointment is effectuated by identifying from the new pay grade, the salary (sub-step) closest to, but not less than the salary currently being received prior to promotion plus an additional six (6) sub-steps. This identifies the new base salary.

6.H.2. Method 2: A pay adjustment where the salary received prior to a promotion is below the low end of the new implementation range plus an additional six (6) sub-steps. This identifies the new base salary.

6.H.3. Method 3: The General Manager may grant up to three (3) additional sub-steps, based on superior performance, significant contributions made to the business unit or Authority as a whole or demonstration of personal enrichment and development related to and beyond the job requirement. All requests for additional sub-step placement must be justified in writing.

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 is effectuated by identifying from the amended pay grade the salary (sub-step) closest to, but not more than the salary (sub-step) currently being received prior to demotion less an additional six (6) sub-steps. This identifies the new base salary.

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6.I.2. Method 2: A pay adjustment where the salary received prior to demotion, voluntary, reclassification, or pay grade assignment is below the lowest sub-step of the new implementation range shall be slotted at the lowest sub-step of the new implementation range. This identifies the new base salary.

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 forty-eight (48) hours in advance, for leaves in excess of forty (40) consecutive hours; and twenty-four (24) hours in advance for leaves less than forty (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 whole 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 GWA 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, 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. No employee who received a lump sum payment in advance may return to work prior to the expiration period of such leave.

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

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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.

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 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 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 whole 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 thirteen (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 or FMLA leave.

7.B.9. PHYSICIAN'S CERTIFICATION OF INCAPACITATION

a. An employee who is absent in excess of three (3) consecutive days due to illness, injury, quarantine, or to provide health care for a member of the employee's

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immediate family may be required to furnish a certification as to the incapacitation by a licensed physician or furnish other administratively acceptable evidence.

b. A 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.

c. 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.

d. 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 GWA.

e. 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 GWA's medical evaluation as unfit to return to work. In the event the employee exhausts his/her accrued sick leave the provisions of these Rules shall apply.

7.C. ON-THE-JOB INJURY

It is the policy of GWA 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 forty-five (45) calendar days of COP because of temporary total disability or temporary partial disability that is substantiated by medical report(s). A maximum of forty-five (45) calendar days per injury is allowed. The forty-five (45) calendar days begin the day following the injury.

7.D. EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Employees are entitled up to forty-five (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 forty-five (45) calendar days per injury is allowed. The forty-five (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 (2) 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 GWA, 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,

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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 CCU, GWA 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, 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 (2) 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 twenty (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

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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 twenty (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 twenty (20) days 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. Leave without pay is a temporary non-pay status and an absence granted in response to an employee's request. Leave without pay covers only those hours which an employee would otherwise work or, for which he/she would be paid. Employees 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. Such request may be denied for good cause. All LWOP requests must be approved by the GWA General Manager.

b. When an employee is on leave without pay status, the accrual of sick, annual or retirement credit is not allowed.

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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 GWA 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 GWA.

8.A.3. The employee shall be examined at the expense of GWA 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 GWA and the employee.
- **d.** If demotion is involved, whether or not initiated by the employee, he/she shall be compensated in accordance with GWA's Personnel Rules and Regulations.

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:

- **a.** Transfer and re-assign the employee to an equivalent position elsewhere in GWA;
- **b.** Promote the employee; or
- **c.** Reassign the employee to a lower graded position elsewhere in GWA, if no equivalent position is available.

8.B.2. If there is no appropriate position in which the employee can be placed within GWA, the General Manager will coordinate placement of the employee in a suitable position with other

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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.

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 AND ALCOHOL-FREE WORKPLACE

9.C.1. Written Policy. The 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.

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9.C.2. Reconsideration of Written Policy. GWA 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.C.3. CANNABIS LEGALIZATION AND MAINTENANCE OF ZERO-TOLERANCE POLICY

9.C.4. The Parties acknowledge that the possession and use of recreational cannabis has been legalized under Guam law.

9.C.5. Notwithstanding Section 9.C.4, the Parties agree that GWA shall maintain its Drug- and Alcohol-Free Workplace Policy (DAFWP), including all zero-tolerance provisions, without amendment or modification due to local cannabis legalization.

9.C.6. The Parties affirm that:

a. Cannabis legalization does not alter employee obligations under DAFWP;
b. The zero-tolerance policy remains essential to public health, safety, and operational integrity; and
c. GWA retains full authority to enforce the DAFWP consistent with public safety and applicable regulations.

9.D. PERSONNEL FILE

9.D.1. Personnel File Material: GWA 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 employees. 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

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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 GWA.

e. GWA may reject any material that is irrelevant or inappropriate that is submitted under item d above.

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

GWA is committed to providing employees work environments free from known or potential hazards and will allow employees to be productive and comfortable. GWA 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 GWA's HR Department within five (5) business days. Within five (5) business days of receipt of the employee's request, GWA's HR Department will review the request and communicate with the employee regarding the status of the request.

9.D.6. Bi-Annual Updates

GWA General Manager shall coordinate bi-annual meetings to update employees on GWA'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.

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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 this 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 sixty (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 for review and approval.

10.D. PRINTING AND POSTING OF THIS AGREEMENT

Both the Union and GWA retain the right to print this Agreement, and subsequent modifications, if any. The Union shall be responsible for the printing and distribution of this Agreement to its dues paying members. GWA agrees that it shall be responsible for the printing and distribution of this Agreement for the managers of the GWA. Copies of this Agreement shall be posted on both the Guam Waterworks Authority's and the Union's web sites. Both the Union and GWA may make printed copies of this Agreement which shall be 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. above (subject to GWA , and CCU's approval, and such other approvals required to be obtained by the Union). Both Parties agree to review and negotiate any request in good faith.

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10.E.2. This contract shall be effective on the date the last signature is affixed hereto. The Parties agree that the current CBA, as amended herein, shall be renewed for an additional **five (5)-year term** upon execution and approval of this Collective Bargaining Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, hereby execute this Agreement on the date indicated below:

Approved by GWA:

for Miguel G. Bordallo, P.E. — Date 4-10-26
GWA General Manager

CCU Chairperson — Date 6/14/26

Ratified for the Union:

Daniel Del Priore — Date 3 April 2026
GFT Chief Negotiator

Timothy Fedenko, — Date 5/29/26
GFT President