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Civil Service Commission Decisions for Messages and Communication

BENJAMIN CRUZ <speaker@senatorbjcruz.com> Fri, Sep 22, 2017 at 2:08 PM
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>

9/22/2017	9/22/2017	Civil Service Commission*Office of the Legislative Secretary Senator Régine Biscoe Lee -	Civil Service Commission Decisions*	34-17-998

OFFICE OF SPEAKER BENJAMIN J.F. CRUZ
Committee on Appropriations and Adjudication
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GL#34-17-998
Speaker Benjamin J.F. Cruz

SEP 22 2017
Time 2:00 P.M.
Received By

3 attachments

- BENJAMIN URQUIZU JR. vs. Department of Correction_ CSC Case No. 17-AA06T.pdf 137K
- AGUSTIN B. DUENAS vs. Guam Waterworks Authority_ CSC Case No. 15-AA13T.pdf 131K
- MILAFLOR QUITUGUA vs. Department of Education_ CSC Case No. 11-AA01S.pdf 66K

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998

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

AGUSTIN B. DUENAS JR.,

Employee,

vs.

GUAM WATERWORKS AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 15-AA13T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 21st day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL Q. TOPASNA
Commissioner

ORIGINAL

SOMERFLECK & ASSOCIATES, PLLC
866 Rte. 7, Nelson Bldg. #102
Maina, Guam 96932
Telephone No.: (671) 477-8020
Facsimile No.: (671) 477-8019

Counsel for Employee.

CIVIL SERVICE COMMISSION
8:25 AM
RECEIVED
17-719
AUG 23 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

IN THE MATTER OF: **AUGUSTIN B. DUENAS, JR.,** Employee, vs. **GUAM WATERWORKS AUTHORITY,** Management.	ADVERSE ACTION APPEAL CASE NO.: **15-AA13T** **STIPULATION OF SETTLEMENT**

TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **AUGUSTIN B. DUENAS, JR.** (hereinafter "Employee") and **GUAM WATERWORKS AUTHORITY**(hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management on August 19, 2015 regarding Final Notice of Adverse Actions issued by Guam Waterworks Authority that terminated him from his position with Guam Waterworks Authority.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this expeditious resolution of this matter in order to provide for certain arrangements in full settlement and discharge of the Appeal in fair and equitable means and upon the terms and conditions set forth herein.

/ / /

COPY

C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Purpose of Agreement**. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the above-referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding this matter, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee's Obligation**.

2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Civil Service Appeal Case No. 15-AA13T with prejudice.

2.2 Employee agrees to resign his position with Guam Waterworks Authority effective August 3, 2015.

3. **Management's Obligation**.

3.1 All documents related to or reflecting the Adverse Action shall be expunged from Employee's personnel file and a filed copy of the Settlement Agreement will be the only document reflecting Adverse Action Case No. 13-AA17T as part of the Employee's personnel jacket.

4. **Performance Accepted**. The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representative shall not be considered by any of said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied by such negotiations.

5. **Additional Documents**. All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. **Independent Advice of Counsel**. Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

7. **Voluntary Agreement**. Each party represents and declares that it has carefully read this Agreement, that is knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.

Employee.

Atty in Fact
AUGUSTIN B. DUENAS, JR.

DATE: 5-2-17

GUAM WATERWORKS AUTHORITY
Management.

MIGUEL C. BORDALLO, P.E.

DATE: 7-26-17

SOMERFLECK & ASSOCIATES, PLLC
Counsel for Employee.

By:
DANIEL S. SOMERFLECK, ESQ.

DATE: 5/2/17

OFFICE OF THE ATTORNEY GENERAL
Counsel for Management

By:
KELLY O. CLARK, ESQ.,

DATE: 7/25/17

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

BENJAMIN URQUIZU, JR.,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEAL
CASE NO.: 17-AA06T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 21st day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

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CIVIL SERVICE COMMISSION
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GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

BENJAMIN URQUIZU, JR, **Employee,** **vs.** **DEPARTMENT OF CORRECTIONS,** **Management.**	**ADVERSE ACTION APPEALS** **CSC Case No: 17-AA06T** **STIPULATION OF SETTLEMENT**

To: The Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **BENJAMIN URQUIZU, JR,** (hereinafter "Employee") and the **DEPARTMENT OF CORRECTIONS** (hereinafter referred to as "Management") as follows:

RECITALS

A. Whereas, the Employee commenced an adverse action appeal against Management with the Civil Service Commission of Guam on or about May 19, 2017 bearing Adverse Action Appeal Case No. 17-AA06T arising out of Management's issuance of a Notice of Final Adverse Action dated May 19, 2017, which resulted in the termination of Employee.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for all matters to provide for certain arrangements in full settlement and discharge of that Appeal in fair and equitable means and upon the terms and conditions set forth herein.

C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement evidenced by the signatories of the parties and approval of the Civil Service Commission.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

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1. **Purpose of Agreement**. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced adverse action appeal. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve all disputes between them regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee's Obligation**.

2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss Adverse Appeal **17-AA06T** with prejudice.

2.2 Employee agrees to resign from his position as Corrections Officer I with the Department of Corrections effective May 19, 2017 at 10:32 am; and,

2.3 Employee agrees to accept payment of $8,000 as settlement of his claim and that he shall be solely responsible for all tax consequences associated with this Agreement and that Management shall have no liability or responsibility for any tax consequences arising out of this settlement agreement.

3. **Management's Obligation.**

3.1 Management agrees to rescind its adverse action terminating the Employee on May 19, 2017 at 10:32 am; and,

3.3 Management agrees to accept the Employee's Letter of Resignation effective May 19, 2017 at 10:32 am; and,

3.4 Management agrees that it shall pay the Employee a sum of $8,000 within ninety (90) of the Commission's approval of this agreement.

3.5 Management shall not make any deductions from the amount indicated in item 3.4 of this section and Employee shall be solely responsible for all tax consequences of the Agreement and that Management shall have no liability or responsibility for any tax consequences or other costs or fees of any kind whatsoever associated with the Employee's appeal or this settlement agreement.

4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts performance of its obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues; (b) that the negotiations for this settlement (including all statements, admissions or communications by the parties of their attorneys or representative shall

not be considered by any of said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied by such negotiations.

5. Additional Documents. All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement.

6. Independent Advice of Counsel. Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that it has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

7. Voluntary Agreement. Each party represents and declares that it has carefully read this Agreement, that is knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.

BENJAMIN URQUIZU, JR.
Employee

Dated: 08/30/17

ALBERTO LAMORENA, V
Director, Department of Corrections

Dated: 8/31/17

OFFICE OF THE
ATTORNEY GENERAL
Elizabeth Barrett-Anderson,
Attorney General

By: Debra B Lefing
DEBRA B. LEFING
Assistant Attorney General

Dated: 8/30/17

ROBERT E. KOSS
Employee Representative

Dated: 8/30/17

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

MILAFLOR QUITUGUA,

Employee,

vs.

GUAM DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 11-AA01S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Employee's Withdrawal and Cancellation of Her AA Appeal, attached hereto.

SO ADJUDGED THIS 21st day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

Not Present
PRISCILLA T. TUNCAP
Commissioner

Not Present
JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

ORIGINAL

Guam Federation of Teachers
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085

GUAM CIVIL SERVICE COMMISSION
AUG 31 2017
GOVERNMENT OF GUAM
2:13
17-755

In The Matter Of:	**ADVERSA ACTION APPEAL**
MILAFLOR QUITUGUA	**CASE NO.: 11-AA01S**
Employee,	
vs.	
GUAM DEPARTMENT OF EDUCATION	**EMPLOYEE'S WITHDRAWAL AND CANCELLATION OF HER AA APPEAL**
Management	

To: THE GUAM CIVIL SERVICE COMMISSION

Employee, MILAFLOR QUITUGUA, hereby submits her Withdrawal and Cancellation of the Above Captioned and Numbered Adverse Action Appeal.

Dated this 30 Day of August 2017

Respectfully submitted,

MILAFLOR QUITUGUA, EMPLOYEE