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BENJAMIN CRUZ <speaker@senatorbjcruz.com>

Civil Service Commission Decisions for Messages and Communication

BENJAMIN CRUZ <speaker@senatorbjcruz.com> Mon, Oct 2, 2017 at 8:17 AM
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>

10/2/2017	10/2/2017	Civil Service Commission*Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission Decisions*	34-17-1023

---------- Forwarded message ----------
From: **Joaquin Taitague** <taitaguej.rbl@gmail.com>
Date: Fri, Sep 29, 2017 at 9:55 AM
Subject: Civil Service Commission Decisions for Messages and Communication
To: speaker@senatorbjcruz.com
Cc: Jean Cordero <jean@guamlegislature.org>

Håfa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on September 29, 2017 at 8:59am for Messages and Communications.

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Si Yu'os Ma'ase
Joaquin Taitague
Legislative Assistant
Office of Senator Régine Biscoe Lee

Tel: 472-3455

GU# 34-17-1023
Speaker Benjamin J.F. Cruz

OCT 02 2017
Time: 9:17 [ ] AM [ ] PM File No. ____
Received By: ____

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OFFICE OF SPEAKER BENJAMIN J.F. CRUZ

Committee on Appropriations and Adjudication

I Mina'trentai Kuattro na Liheslaturan Guåhan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910

T: (671) 477-2520/1 | F: (671) 477-2522 | www.senatorbjcruz.com

3 attachments

- JESSE TEDTAOTAO vs DEPARTMENT OF PUBLIC WORKS_ CSC CASE NO. 11-AA22T.pdf 78K
- BERTHA TAIJERON vs DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES_ CSC CASE NO. 17-GRE14.pdf 133K
- ELEUTERIO MESA vs DEPARTMENT OF EDUCATION_ CSC CASE NO. 17-GRE15.pdf 62K

2017 OCT -2 AM 8:26 C.L

1023

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

BERTHA TAIJERON,

Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,

Management.

GRIEVANCE APPEAL
CASE NO.: 17-GRE14

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 28th day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

Not Present

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

ORIGINAL

Robert E. Koss, Lay Representative
Guam Federation of Teachers
P.O. Box 2301
Hagatna, Guam 96910
Ph. (671) 735-4390 Fax (671) 734-8085
Email rkoss@gftunion.com

CIVIL SERVICE COMMISSION
RECEIVED
AUG 15 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

BERTHA TAIJERON, **Employee,** **vs.** **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No.: 17-GRE14** **STIPULATION OF SETTLEMENT**

To the Civil Service Commission of Guam and opposing Management Representative of record.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **BERTHA TAIJERON** (hereinafter "Employee") and **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,** (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about August 7, 2017; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all pending matters 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.

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:

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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 matter. 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.

2.0 Employee's Obligation.

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 17-GRE14 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that these terms compose the complete agreement and impose no other obligations on either party beyond what is expressly provided for herein.

3.0 Management's Obligation.

3.1 Management agrees to pay the Employee promised compensation for work performed while being detailed as Program Coordinator IV, pursuant to Section 6.00 et seq. of Chapter 6 DOA personnel Rules and Regulations in the amount of $3,833.00 less mandatory employee withholdings.

3.2 Management shall also pay standard Employer's costs such as the Employers share of the retirement contribution and all other employer costs typically associated with the payment of employee wages beyond the base wage itself, in addition to the $3,833.00 of promised compensation provided for in section 3.1 above.

3.3 Management shall remit all amounts due as provided for in this stipulated settlement agreement within thirty (30) days of the Commission's approval of this settlement agreement. In the event that payment is not received within sixty (60) day time period, the Employee shall be entitled to an additional amount equal to 6% interest, compounded annually beginning on the date this promised compensation was otherwise due or January 1, 2014 until paid in full.

3.4 Management agrees that these terms compose the complete agreement and impose no other obligations on either party beyond what is expressly provided for herein.

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, 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.

For Employee:

BERTHA TAIJERON, Employee

Date: 8/15/2017

For Management:

JAMES GILLAN, Director

Date: 8.15.17

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

ELEUTERIO MESA,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

GRIEVANCE APPEAL
CASE NO.: 17-GRE15

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Memorandum of September 8, 2017, attached hereto.

SO ADJUDGED THIS 28th day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

Not Present

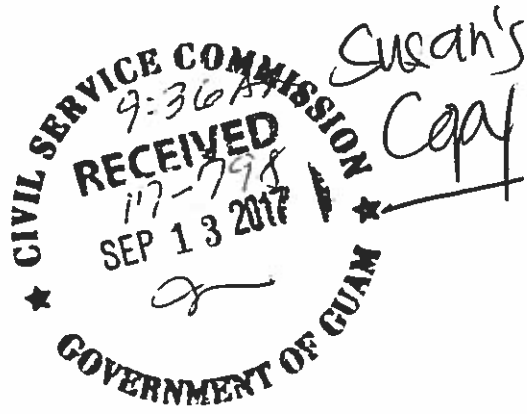
PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

ORIGINAL



Susan's Copy

September 08, 2017

MEMORANDUM

TO: Executive Director, Civil Service Commission, Peter S. Calvo

FROM: Principal, Astumbo Middle School, Eleuterio J. Mesa

SUBJECT: 17-GRE-15

Please be informed that my response to the Step 3 grievance with case no. 17-GRE-13, was given to CSC as a courtesy copy. (See Attachment #01)

It was meant to communicate to CSC, in writing, that I objected vehemently with the decision of the Step 3 grievance committee members for case number 17-GRE-13. This document was already included in the list of exhibits for 17-GRE-13 (E-44b). Please withdraw 17-GRE-15 as a complaint or grievance.

Your utmost consideration will be greatly appreciated.

Senseramente,

ELEUTERIO J. MESA

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:	ADVERSE ACTON APPEAL CASE NO.: 11-AA22T
JESSE T. TEDTAOTAO, Employee, vs. DEPARTMENT OF PUBLIC WORKS, Management.	DECISION AND JUDGMENT

This matter came before the Civil Service Commission for a hearing on the merits on March 8, 20, 22, 29, and April 17, 2012.

Present were the Employee, Jesse T. Tedtaotao (hereinafter "Employee"), and his representative, Tony Benavente; and Assistant Attorney General, Donna E. Lawrence, on behalf of the Department of Public Works (hereinafter "Management"). The seven members of the Commission were also present: Luis Baza, Manny Pinauan; Lourdes Hongyee; Danny Leon Guerrero; Priscilla Tuncap; John Smith; and Edith Pangelinan. The Commission heard oral testimony, examined documentary evidence, and then deliberated.

The Commission upheld the Adverse Action by a 7-0 vote. The Commission makes the following findings.

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FACTS

1. On April 20, 2011, Employee was served with a Notice of Proposed Adverse Action based on the incidents that occurred on March 21, and April 4 and 12, 2011.

2. On March 21, 2011, Employee was reported as a "no-call, no-show" for his scheduled hours of work.

3. On April 4, 2011, Employee was late to work without any prior notification or justified excuse. That same day, Employee became extremely evasive, defensive, and uncooperative when he was asked by his supervisor about a government vehicle, which employee operated, and which was subsequently rendered "out of service." Employee was disrespectful, insubordinate, and aggressive toward management.

4. On April 12, 2011, Employee approached a staff member at her private vehicle and followed her into her office. Employee refused to perform his duties as assigned by his supervisor. While there, Employee became hostile and threatening regarding his assignment that day. Law enforcement was contacted as a result of Employee's conduct. That same day, Employee went to the same staff member's private residence without any invitation or consent by the owner-staff member. The staff member was concerned for the safety of herself and her family. Incident reports were made to the Guam Police Department as a result.

5. As a result of the above-conduct, Employee was served with a Final Notice of Adverse Action for Dismissal. Therein, Employee was charged with violations of the Department of Administration's Personnel Rules and Regulations including refusal or failure to perform prescribed duties and responsibilities, insubordination, unauthorized absence,

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discourteous treatment to the public or other employees, misuse or theft of government property, and other misconduct not specifically listed.

CONCLUSION

6. By his actions as described above, and as presented by Management, the adverse action of dismissal taken against Employee is hereby upheld.

SO ADJUDGED THIS 28th day of September, 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

Not Present

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

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