Gmail

BENJAMIN CRUZ <speaker@senatorbjcruz.com>

M&C Fwd: Civil Service Commission Decisions for Messages and Communication

BENJAMIN CRUZ <speaker@senatorbjcruz.com> Wed, Oct 25, 2017 at 12:28 P
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>

10/25/2017	10/25/2017	Civil Service Commission*Office of the Legislative Secretary Senator Régine Biscoe Lee *.	Civil Service Commission Decisions*	34-17-1133

---------- Forwarded message ---------
From: **Joaquin Taitague** <taitaguej.rbl@gmail.com>
Date: Wed, Oct 25, 2017 at 9:21 AM
Subject: Civil Service Commission Decisions for Messages and Communication
To: speaker@senatorbjcruz.com
Cc: Jean Cordero <jean@guamlegislature.org>

Hâfa Adai,

Please see attached Civil Service Commission Decisions from The Office of Senator Régine Biscoe Lee which were received on October 25, 2017 at 8:41am for Messages and Communications.

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

Tel: 472-3455

GL#34-17-1133
Speaker Benjamin J.F. Cruz

OCT 25 2017
Time: 1229 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 Guahan

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

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

2 attachments

- **LINDA PEREZ vs. GUAM MEMORIAL HOSPITAL AUTHORITY_ CSC CASE NO. 17-AA10D.pdf** 161K
- **DAVID F. LUJAN vs. GUAM WATERWORKS AUTHORITY_ CSC CASE NO. 17-AA09T.pdf** 123K

2017 OCT 25 PM 12:49

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Gmail

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123K

2017 OCT 25 PM 12:49

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BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF: **DAVID F. LUJAN,** **Employee,** **vs.** **GUAM WATERWORKS AUTHORITY,** **Management.**	**ADVERSE ACTION APPEAL** **CASE NO.: 17-AA09T** **JUDGMENT OF DISMISSAL**

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

SO ADJUDGED THIS 24th day of October 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

ORIGINAL

Doc. No. 34GL-17-1133 . *

BEFORE THE GUAM CIVIL SERVICE COMMISSION

CIVIL SERVICE COMMISSION
2:34 pm
RECEIVED
17-936
OCT 16 2017
GOVERNMENT OF GUAM

IN THE MATTER OF DAVID F. LUJAN, Employee, vs. THE GUAM WATERWORKS AUTHORITY, Management.	)	ADVERSE ACTION APPEAL CASE NO. 17AA09T **SETTLEMENT STIPULATION**

THIS STIPULATION OF SETTLEMENT is by and between **DAVID F. LUJAN** ("Employee") and **GUAM WATERWORKS AUTHORITY** ("Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 17AA09T. The Employee appealed Management's issuance of a Final Notice of Adverse Action issued which resulted in a Dismissal.

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

C. The terms and conditions of said Agreement shall become operative upon the execution of this Agreement by the last of the parties to sign.

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 referenced matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

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2. **Employee's Obligation.**

2.1. Employee shall immediately withdraw the Appeal from the Civil Service Commission and request the Commission dismiss the Appeal with prejudice.

2.2. Employee agrees to a thirty (30) day suspension beginning June 23, 2017 and ending at C.O.B. on August 4, 2017 as a result of the Final Adverse Action.

2.3. Employee shall pay his own attorney's fees and costs.

3. **Management's Obligation.**

3.1 Management shall place Employee in a position to be determined by the GWA General Manager with full benefits upon signing and acceptance by the Commission of this settlement agreement.

3.2 Management agrees to place Employee to his previous rate/pay that he held upon receiving his Final Notice of Adverse Action.

3.3 Management agrees that the Employee shall be entitled to back pay from the ending date of his suspension period or August 4, 2017 to the date the Employee's signature is affixed below.

4. **Performance Accepted.** The parties each agree and acknowledge: (a) that the party accepts performance of its obligations specific in this Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or representative shall not be considered admissions 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 terms and intent of

this Agreement within thirty (30) days of the Commission's approval of this agreement evidenced by the signing of its judgment.

6. **Independent Advice of Counsel.** Each party represents and declares it has received independent advice from its respective attorneys or 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, knows the contents of this Agreement, and that each party 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:

DAVID F. LUJAN
Employee

Date: 10.13.17

PAUL J. KEMP
GWA General Manager (Acting)

Date: 10/13/2017

ROBERT KOSS
Lay Representative for Employee

KELLY O. CLARK
GWA General Counsel

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

LINDA PEREZ,

Employee,

vs.

GUAM MEMORIAL HOSPITAL AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 17-AA10D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 24th day of October 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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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
1:43
RECEIVED
17-912
OCT 11 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

IN THE MATTER OF **LINDA PEREZ,** Employee, vs. **GUAM MEMORIAL HOSPITAL AUTHORITY,** Management.	ADVERSE ACTION APPEAL CASE NO.: **17-AA10D** **STIPULATION OF DISMISSAL AND AGREEMENT**

TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

THIS STIPULATION OF DISMISSAL AND AGREEMENT, is by and between **LINDA PEREZ** (hereinafter "Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY** (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in CSC Case No. 17-AA10D, regarding Final Notice of Adverse Action that suspended her for seven (7) days and demoted Employee to Respiratory Therapist I.

B. The parties desire to enter into this Dismissal and Settlement Agreement (hereinafter "Agreement") for this expeditious resolution of matters based upon Management's desire to rescind the Adverse Action to provide for certain arrangements and discharge the Appeal in fair and

ORIGINAL

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:

1. **Purpose of Agreement**. Employee and Management acknowledge and agree that this Agreement is a Settlement of the above-referenced matter, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee's Obligation**. Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal in 17-AA10D with prejudice.

2.1 Employee shall dismiss all pending grievances.

2.2 Employee shall transfer to the Skilled Nursing Unit ("SNU") beginning Wednesday, September 17, 2017.

3. **Management's Obligation**.

3.1 Management shall rescind and expunge its 2017 Notice of Final Adverse Action that suspended her for seven (7) days and demoted Employee to Respiratory Therapist I.

3.2 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. 17-AA10D as part of the Employee's personnel jacket.

3.3 Management agrees to reinstate Employee to her prior position as a Respiratory Therapist II with full back pay to the Employee; as well as full back pay for the seven (7) working days she was suspended and all back pay shall include Employee's benefits and retirement.

3.4 Management shall pay Employees reasonable attorney's fees in the amount of $2,000.00.

///

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 settlement 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.

Linda Perez
LINDA PEREZ

DATE: 10/11/17

GUAM MEMORIAL HOSPITAL AUTHORITY
Management.

Peter John A. Camacho
PETER JOHN CAMACHO, *Administrator*

DATE: 10/11/17

///

SOMERFLECK & ASSOCIATES, PLLC
Counsel for Employee

DANIEL S. SOMERFLECK, ESQ.

DATE: 10/11/17

LAW OFFICES OF MINAKSHI V. HEMLANI, P.C.
Counsel for Management

MINAKSHI V. HEMLANI, ESQ.

DATE: 10/11/17