Gmail

BENJAMIN CRUZ <speaker@senatorbjcruz.com>

MC Fwd: Civil Service Commission Judgment of June 7, 2018

1 message

BENJAMIN CRUZ <speaker@senatorbjcruz.com>
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>

Tue, Jun 12, 2018 at 9:20 AM

06/12/18	06/12/18	Civil Service Commission-Office of the Legislative Secretary Senator Régine Biscoe Lee	Civil Service Commission Judgment of June 7, 2018	34-18-1983

---------- Forwarded message ----------
From: **Jean Cordero** <jean@guamlegislature.org>
Date: Mon, Jun 11, 2018 at 4:59 PM
Subject: Fwd: Civil Service Commission Judgment of June 7, 2018
To: speaker@senatorbjcruz.com
Cc: Hermina Certeza <hermina.certeza@senatorbjcruz.com>, Edward Pocaigue <epocaigue@senatorbjcruz.com>, Carlo Branch <carlo.branch@senatorbjcruz.com>, James Perez Servino <james.servino@guamlegislature.org>

Please process for messages and communications. Thank you!

GL# 34-18-1983
Speaker Benjamin J.F. Cruz

JUN 12 2018
Time: 9:20 AM | PM File No.
Received By:

---------- Forwarded message ----------
From: **James Perez Servino** <james.servino@guamlegislature.org>
Date: Mon, Jun 11, 2018 at 4:14 PM
Subject: Fwd: Civil Service Commission Judgment of June 7, 2018
To: Jean Cordero <jean@guamlegislature.org>

Do we need to do anything with this?

James Perez Servino
Office of the People. Senator Régine Biscoe Lee
mobile: 671-487-3502 | james.servino@guamlegislature.org
| I Mina Trentai Kuattro Na Liheslaturan Guahan | 34th Guam Legislature | Committee on Innovation and Economic Workforce, and Youth Development

---------- Forwarded message ----------
From: **Susan Corbin** <susan.corbin@csc.guam.gov>
Date: Mon, Jun 11, 2018 at 11:27 AM
Subject: Civil Service Commission Judgment of June 7, 2018
To: senatorbiscoelee@guamlegislature.org
Cc: James.servino@guamlegislature.org, Peter Calvo <peter.calvo@csc.guam.gov>

Hafa Adai Senator: Please find attached the Judgments executed by the Civil Service Commission in its meeting of June 7, 2018, for your information.

Susan Corbin
Legal Secretary
Civil Service Commission
Tel: 647-1855

2018 JUN 12 AM 9:41

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Jeanenne P. Cordero "Jean"
Office Manager
Office of Senator Regine Biscoe Lee
671-472-3455/6 (office)
671-486-6926 (cell)

--
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

Civil Service Commission Judgments-June 7, 2018.pdf
284K

1983

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

JASEN M. DODD,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

POST AUDIT
CASE NO.: 17-PA03

DECISION AND JUDGMENT

INTRODUCTION

This matter came before the Civil Service Commission for a post audit hearing on March 8, 2018. The Supplemental Post Audit Investigation was presented by Maria Masnayon, Personnel Management Analyst III. The five members of the Commission present were: Chairperson Edith Pangelinan, Vice-Chairperson Lourdes Hongyee, Priscilla Tuncap, John Smith and Catherine Gayle.

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By a vote of 5 to 0 the Commission voted to vacate the "Provisional Null and Void," and, concurrently; by a vote of 5 to 0, the Commission also voted to accept and approve the Staff's Supplemental Post Audit Investigation.

SO ADJUDGED THIS 7 day of JUNE 2018.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(absent)
CATHERINE GAYLE
Commissioner

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

RONNIE P. CHIGUINA,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

POST AUDIT
CASE NO.: 17-PA04

DECISION AND JUDGMENT

INTRODUCTION

This matter came before the Civil Service Commission for a post audit hearing on April 12, 2018. The Staff Investigative Report was presented by Vickilynn Sablan, Personnel Management Analyst III. The five members of the Commission present were: Chairperson Edith Pangelinan, Vice-Chairperson Lourdes Hongyee, Priscilla Tuncap, John Smith, and Catherine Gayle.

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By a vote of 5 to 0 the Commission voted to approve the Staff Investigation Report not to Null and Void the recruitment of the Fire Battalion Chief promotions.

SO ADJUDGED THIS 7 day of JUNE 2018.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(absent)
CATHERINE GAYLE
Commissioner

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

EILEEN J. GUEVARA,

Employee,

vs.

GUAM CUSTOMS AND QUARANTINE,

Management.

GRIEVANCE APPEAL
CASE NO.: 18-GRE05

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 7 day of JUNE 2018.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(absent)
CATHERINE GAYLE
Commissioner

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
MAY 24 2018
1:02pm
18-0394 DC
5/24

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

EILEEN J. GUEVARA, **Employee,** **vs.** **GUAM CUSTOMS AND QUARANTINE,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No.: 18-GRE05** **STIPULATION OF SETTLEMENT**

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between EILEEN GUEVARA (hereinafter "Employee") and GUAM CUSTOMS AND QUARANTINE, (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about March 22, 2018; 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 and Complaint in a 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:

ORIGINAL

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. **Employee's Obligation**.

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 18-GRE05 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that she shall be responsible for all costs and fees associated with and limited to her administrative appeal proceedings before the Commission.

3. **Management's Obligation.**

3.1 Management agrees that the employee's grievance is substantially similar to Juan P. San Nicolas vs Guam Fire Department CSC Case no. 17-GRE17 and that management's actions to cause the employee to waive his former higher salary as a condition of reemployment was determined to be coercion in that case.

3.2 Management agrees that this classified employee was in good standing at the time of resignation and is now re-employed to the same or substantially comparable job in the same department within four years and is therefore entitled to a salary not less than the salary she earned at her former position on the effective date of reemployment pursuant to 4 GCA §2108.

3.3 Management agree to compensate the employee for all hours worked since the date of her reemployment, an amount equal to the difference between her current salary rate and the salary she earned at her former position at the time of resignation in good standing.

3.4 Management agrees to adjust the employee's current salary rate to her former rate of pay prior to resignation in addition to any increments she may have received since reemployment.

3.5 Management agrees the intent of this Settlement Agreement is to make the Employee whole for all losses and damages stemming from the processing of her reemployment in the agency.

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 within thirty days of the effective date.

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:	**For Management:**
EILEEN GUEVARA, Employee	**VINCENT PEREZ, Chief**
Date: 5/17/18	**Date:** 17 MAY 18

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

HELEN BABAUTA,

Employee,

vs.

GUAM CUSTOMS AND QUARANTINE,

Management.

GRIEVANCE APPEAL
CASE NO.: 18-GRE07

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 7 day of JUNE 2018.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(absent)
CATHERINE GAYLE
Commissioner

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
MAY 24 2018
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

HELEN BABAUTA, **Employee,** **vs.** **GUAM CUSTOMS AND QUARANTINE,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No.: 18-GRE07** **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 HELEN BABAUTA (hereinafter "Employee") and GUAM CUSTOMS AND QUARANTINE, (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about April 30, 2018; 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 and Complaint 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:

ORIGINAL

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. **Employee's Obligation**.

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 18-GRE07 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that she shall be responsible for all costs and fees associated with and limited to her administrative appeal proceedings before the Commission.

3. **Management's Obligation.**

3.1 Management agrees that the employee's grievance is substantially similar to Juan P. San Nicolas vs Guam Fire Department CSC Case no. 17-GRE17 and that management's actions to cause the employee to waive his former higher salary as a condition of reemployment was determined to be coercion in that case.

3.2 Management agrees that this classified employee was in good standing at the time of resignation and is now re-employed to the same or substantially comparable job in the same department within four years and is therefore entitled to a salary not less than the salary she earned at her former position on the effective date of reemployment pursuant to 4 GCA §2108.

3.3 Management agree to compensate the employee for all hours worked since the date of her reemployment, an amount equal to the difference between her current salary rate and the salary she earned at her former position at the time of resignation in good standing.

3.4 Management agrees to adjust the employee's current salary rate to her former rate of pay prior to resignation in addition to any increments she may have received since reemployment.

3.5 Management agrees the intent of this Settlement Agreement is to make the Employee whole for all losses and damages stemming from the processing of her reemployment in the agency.

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 within thirty days of the effective date.

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:

HELEN BABAUTA, Employee

Date: 5/17/18

For Management:

VINCENT PEREZ, CHIEF

Date: 17 MAY 18