Speaker's Office <speaker@guamlegislature.org>

MC Fwd: Civil Service Commission Judgments and Orders

1 message

Speaker's Office <speaker@guamlegislature.org> Tue, Feb 5, 2019 at 1:46 PM
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

02-05-19	1:44 PM	02-04-19	Judgments and orders executed by the Civil Service Commission in its meeting of January 17, 2019*Email	Civil Service Commission-Office of the Legislative Secretary Senator Amanda L. Shelton	35GL-19-0123

---------- Forwarded message ---------
From: **Office of Senator Shelton Guam Legislature** <officeofsenatorshelton@guamlegislature.org>
Date: Mon, Feb 4, 2019 at 5:33 PM
Subject: Fwd: Civil Service Commission Judgments and Orders
To: Speaker's Office <speaker@guamlegislature.org>
Cc: Office of Senator Shelton Guam Legislature <officeofsenatorshelton@guamlegislature.org>, Amanda Shelton <sheltonforguam@gmail.com>

35GL-19-0123
Speaker Tina Rose Muña Barnes

FEB 0 5 2019
Time 146 ( )AM ( )PM
Received By:

Good afternoon Speaker:

Forwarding for your information.

Regards.

Evelyn Claros
Administrative Officer
Office of Senator Amanda L. Shelton

---------- Forwarded message ---------
From: **Susan Corbin** <susan.corbin@csc.guam.gov>
Date: Thu, Jan 31, 2019 at 9:31 AM
Subject: Civil Service Commission Judgments and Orders
To: <officeofsenatorshelton@guamlegislature.org>

Hafa Adai Senator Shelton: Please find attached the judgments and orders executed by the Civil Service Commission in its meeting of January 17, 2019. This is mandated under 4 GCA, Section 4403.

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

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Name
Title

Office of the People • Senator Amanda L. Shelton
Legislative Secretary & Chairwoman of the Committee
on Higher Education and the Advancement of Women,
Youth and Senior Citizens
35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guåhan

Tel: (671) 969-2574
Email: officeofsenatorshelton@guamlegislature.org

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OFFICE OF SPEAKER TINA ROSE MUÑA BARNES
I Mina'trentai Singko na Liheslaturan Guåhan
35th Guam Legislature
Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520/1
speaker@guamlegislature.org

2019 FEB -5 PM 1:59

9 attachments

- **4GCA, Section 4403.pdf** 11K
- **6 Police Officers.CSC18-PA06.Order After Hearing.pdf** 43K
- **Jasen M. Dodd.CSC18-PA07.Order After Hearing.pdf** 38K
- **AnnMarie S. Trusso.CSC18-GRE12.Decision and Order.pdf** 44K
- **Janna Manglona.CSC18-GRE18.Judgment of Dismissal.pdf** 219K
- **John D. Santos.CSC18-GRE10.Judgment of Dismissal.pdf** 110K
- **Jonathan Diaz.CSC18-WB03.Order After Hearing.pdf** 41K
- **Pearl Angel Cruz.CSC14-AA05T.Judgment of Dismissal.pdf** 75K
- **Ken San Nicolas.CSC18-GRE14.Judgment of Dismissal.pdf** 376K

0123

4 GCA - PUBLIC OFFICERS & EMPLOYEES
CHAPTER 4 - PERSONNEL POLICY AND
THE CIVIL SERVICE COMMISSION

§ 4403. Duties of the Commission.

(C) The Civil Service Commission shall submit a copy of its final decision to *I Liheslatura* by the next working day.

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

6 POLICE OFFICERS,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

POST AUDIT
CASE NO.: 18-PA06

ORDER AFTER HEARING

This matter came before the Civil Service Commission for a Post Audit Assessment hearing on December 4, 2018. The Post Audit Assessment was presented by Cynthia Camacho, Personnel Management Analyst II. The four members of the Commission present were Chairperson Edith Pangelinan, Commissioner Priscilla Tuncap, Commissioner John Smith, and Commissioner Luis Baza.

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By a vote of 4 to 0, the Commission voted to approve the staff's recommendation to proceed with an investigation.

SO ADJUDGED THIS 17 day of January 2019.

EDITH PANGELINAN
Chairperson

(Absent)
LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

LUIS R. BAZA
Commissioner

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:	GRIEVANCE APPEAL CASE NO.: 18-GRE12
ANNMARIE S. TRUSSO, Employee, vs. GUAM DEPARTMENT OF EDUCATION, Management.	DECISION AND ORDER

This matter came before the Civil Service Commission on December 13, 2018 on Management's Motion to Dismiss. Present for the hearing were the Employee, Annmarie S. Trusso, represented by Robert Koss, Lay Representative, Phyllis Blas, Lay Representative for Management.

Management moved to dismiss on the grounds that Employee failed to initiate her appeal within the fifteen (15)-day time limit of Guam Department of Education Rules and Regulations 909.505 B.

The Commission, after hearing argument form the parties and reviewing the record, voted 5 -1 in favor of Management, dismissing the appeal. Commissioner Priscilla Tuncap dissenting.

SO ADJUDGED THIS 17th day of January, 2019.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

LUIS R. BAZA
Commissioner

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

JANNA MANGLONA,

Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 18-GRE18

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 17th day of January 2019.

LUIS R. BAZA
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

Exc
Legal SAL
PMA VS

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JAMES W. GILLAN
ACTING DIRECTOR

DEC 12 2018

CIVIL SERVICE COMMISSION
RECEIVED
DEC 13 2018
GOVERNMENT OF GUAM
18-0915
12/13
2:46pm 12/13

Civil Service Commission
710 West Marine Corps Drive
Hagatna, GU 96910

Subject: Settlement Agreement with Dr. Janna Manglona

This Settlement Agreement is by and between **Dr. Janna Manglona** ("Employee") and the **Department of Public Health and Social Services** ("Management") as follows:

RECITALS

A. The Employee filed a grievance against Management in the Civil Service Commission bearing Grievance Appeal Case No. 18-GRE18. This Employee filed grievance because Management failed to pay her $75,000 which she was entitled to for her duties as Medical Director at Central Public Health in Mangilao from April 2016-September 2017 as per Public Law 32-185. Management agrees that the Employee is entitled to the amount owed.

B. The parties desire to enter into this Settlement Agreement (hereafter "Agreement") to provide for certain arrangements in full settlement and discharge of the Grievance 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 grievance, in the manner more specifically set forth in the terms of this Agreement that follow.
2. **Employee's Obligation**. Employee shall withdraw the grievance from the Civil Service Commission and request that the Commission dismiss the Grievance with prejudice.
3. **Management's Obligation.** Management shall expunge the grievance from the employee's file.
4. **Performance Accepted**. The parties each agree and acknowledge (a) that the party accepts performance of his/her obligations specified 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 representatives 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 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 that party 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 that party 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 that party 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:

JANNA MANGLONA
Employee

Date: 12-12-18

JAMES W. GILLAN
Acting Director, Department of Public Health and Social Services

Date: 12.12.18

GOVERNMENT OF GUAM

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JAMES W. GILLAN
DIRECTOR

LEO G. CASIL
DEPUTY DIRECTOR

DEC 2 9 2014

MEMORANDUM

TO: Janna Manglona, M.D.
Public Health Physician Specialist

FROM: Director, Department of Public Health and Social Services

SUBJECT: Appointment as Medical Director

Pursuant to Public Law 32-185, Title 10, Guam Code Annotated, Chapter 3, Article 1, §3109, I hereby appoint you as the Medical Director for the Department effective immediately.

As Medical Director, you shall perform collateral clinical and administrative duties. The duties shall include the following but are not necessarily limited to, the overall development, management and coordination of administrative policy and support for clinical medical services, public healthcare coverage, clinical and non-clinical communicable disease control, and other clinical or non-clinical medical services provided by the respective Bureaus and programs of the Department.

Compensation as the Medical Director will be up to the amount of $50,000, depending on availability of funds, added to the base salary of your position as physician specialist. The termination of the appointment as Medical Director shall be at the discretion of the Director and shall not impact your classified position of physician specialist.

JAMES W. GILLAN

123 CHALAN KARETA, MANGILAO, GUAM 96913-6304
www.dphss.guam.gov • Ph. 1.671.735.7102 • Fax: 1.671.734.5910

2014	PAID	UNPAID
JAN - MAR	n/a	
APR - JUNE	n/a	
JUL - SEPT	n/a	
OCT - DEC	PAID	

2015	PAID	UNPAID
JAN - MAR	PAID	
APR - JUNE	PAID	
JUL - SEPT	PAID	
OCT - DEC	PAID	

2016	PAID	UNPAID
JAN - MAR	PAID	
APR - JUNE	***Claim-$12,500***	UNPAID
JUL - SEPT	***Claim-$12,500***	UNPAID
OCT - DEC	***Claim-$12,500***	UNPAID

2017	PAID	UNPAID
JAN - MAR	***Claim-$12,500***	UNPAID
APR - JUNE	***Claim-$12,500***	UNPAID
JUL - SEPT	***Claim-$12,500***	UNPAID
OCT - DEC	PAID	

2018	PAID	UNPAID
JAN - MAR	PAID	
APR - JUNE	PAID	
JUL - SEPT	PAID	
OCT - DEC	pending	

COPY COPY

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF: **JANNA MANGLONA,** **Employee,** **vs.** **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,** **Management.**	**ADVERSE ACTION APPEAL** **CASE NO.: 18-GRE18** **JUDGMENT OF DISMISSAL** Janna Manglona MD Print Name Dr. Janna Manglona Sign Name Date: Jan. 18, 2019

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

SO ADJUDGED THIS 17th day of January 2019.

LUIS R. BAZA
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

Received for:
(1) Janna Manglona
(2) Director, DPH+SS
(3.) Rep, DPHSS

CSC copy

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.: 18-PA07

ORDER AFTER HEARING

This matter came before the Civil Service Commission for a Post Audit Assessment hearing on December 4, 2018. The Post Audit Assessment was presented by Cynthia Camacho, Personnel Management Analyst II. The four members of the Commission present were Chairperson Edith Pangelinan, Commissioner Priscilla Tuncap, Commissioner John Smith, and Commissioner Luis Baza.

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By a vote of 4 to 0, the Commission voted to approve the staff's recommendation to proceed with an investigation.

SO ADJUDGED THIS 17 day of January 2019.

EDITH PANGELINAN
Chairperson

(Absent)
LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

LUIS R. BAZA
Commissioner

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

JOHN D. SANTOS,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 18-GRE10

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 17th day of January 2019.

LUIS R. BAZA
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
DEC 11 2018
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

JOHN D. SANTOS **Employee,** **vs.** **GUAM FIRE DEPARTMENT,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No:18- GRE10** **STIPULATION OF SETTLEMENT**

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **JOHN D. SANTOS** (hereinafter "employee") and the **GUAM FIRE DEPARTMENT,** (hereinafter referred to as "management") as follows:

RECITALS

A. The Employee commenced a Grievance Appeal, CSC case no. 18-GRE10 in the Civil Service Commission; and,

B. In the interest of fairness and equity, the parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this matter in order to provide for certain arrangements in full settlement and discharge of the Appeals and Complaints in accordance with the terms and conditions set forth herein.

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

ORIGINAL

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 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 agrees he shall dismiss his Grievance Appeals 18-GRE10 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that he shall be paid a sum total of $2,000 as a compromise and full and complete resolution of his grievance.

2.3 Employee agrees that this settlement agreement is a compromise of a disputed claim and is expressly not an admission by either party of any wrongdoing or any violation of policy.

3. **Management's Obligation.**

3.1 Management agrees to pay the Employee the sum total of $2,000 as complete and full compromise and settlement of the dispute raised in the employee's grievance.

3.2 Management agrees that this settlement agreement is a compromise of a disputed claim and is expressly not an admission by either party any wrongdoing or any violation policy.

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 (30) days of its 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 it 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:

JOHN SANTOS, Employee

For Management:

ALEXANDER M. CASTRO,
Assistant Fire Chief

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

JONATHAN DIAZ,

Employee,

vs.

GUAM ELECTION COMMISSION,

Management.

PUBLIC PROTECTION ACT
(Aka WHISTLE BLOWER)
CASE NO.: 18-WB03

ORDER AFTER HEARING

This matter came before the Civil Service Commission for a Public Employee Protection Act (Whistle Blower) hearing on December 4, 2018. The Assessment was presented by Vickilynn Sablan, Personnel Management Analyst III. The four members of the Commission present were Chairperson Edith Pangelinan, Commissioner Priscilla Tuncap, Commissioner John Smith, and Commissioner Luis Baza.

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By a vote of 4 to 0, the Commission voted to approve the staff's recommendation not to proceed with an investigation, because Mr. Diaz is not a current employee of the Government of Guam and the Commission therefore, does not have jurisdiction over this matter.

SO ADJUDGED THIS 17 day of January 2019.

	(Absent)
EDITH PANGELINAN	**LOURDES HONGYEE**
Chairperson	**Vice-Chairperson**
PRISCILLA T. TUNCAP	**JOHN SMITH**
Commissioner	**Commissioner**
(Absent)	
CATHERINE GAYLE	**LUIS R. BAZA**
Commissioner	**Commissioner**

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF: **KEN SAN NICOLAS,** **Employee,** **vs.** **DEPARTMENT OF AGRICULTURE,** **Management.**	**ADVERSE ACTION APPEAL** **CASE NO.: 18-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 17th day of January 2019.

LUIS R. BAZA
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

Ex Dir. RC
Legal
PMA VS

CIVIL SERVICE COMMISSION
RECEIVED
DEC 11 2018
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

KEN SAN NICOLAS **Employee,** **vs.** **DEPARTMENT OF AGRICULTURE,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No: 18-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 **KEN SAN NICOLAS** (hereinafter "employees") and the **DEPARTMENT OF AGRICULTURE,** (hereinafter referred to as "management") as follows:

RECITALS

A. The Employees commenced substantially similar Grievance Appeals case no. 18-GRE14; in the Civil Service Commission; and,

B. In the interest of fairness and equity, the parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all substantially similar pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeals and Complaints in accordance with the terms and conditions set forth herein.

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

ORIGINAL

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 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 agrees to accept Management's responses set forth in exhibit 1 attached pertaining to his specific concerns set forth in exhibit 2 attached.

2.2 Employee agrees to dismiss his grievance pursuant to the terms and conditions set forth in management's referenced response in exhibit 1.

3. **Management's Obligation.**

3.1 Management agrees that it shall abide by the terms and obligations set forth in its response attached as exhibit 1 as it pertains to the concerns of the employee set forth in exhibit 2, also attached herewith.

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 (30) days of its 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:

Ken San Nicolas date: 12/11/18

For Management:

Jessie B. Palican, Director (acting) date:

Responses to Written Complaint of Ken San Nicolas received 7/10/2018 by Russell K. Campbell, PhD
Numbered items in complaint:

1. Front Office: This incident is undated and not corroborated by the mention of any witnesses to statements made by anyone. It could have occurred when Carmelita Babauta, Program Coordinator IV was helping to manage the front office due to lack of other personnel, and Ken San Nicolas, as a Commodity Inspector I, was also expected to help cover the front office when necessary. This matter was resolved since Carmelita Babauta is no longer being called upon to assist by helping to manage the front office. With the hiring of Administrative Assistant Ruth Sakuma, that task was assigned to her.
2. Mom and Dad's Medical Issue: I was told that Mr. San Nicolas needed to sign a document indicating he was going to be acting as a primary health care giver for his parent so that he could use that type of leave, and that this was a requirement of Dept. of Public Health and Dept. of Administration. It appeared to me that Ms. Babauta was trying to assist Mr. San Nicolas in being able to use this type of leave and qualify for it by signing the appropriate document. I did witness Mr. San Nicolas acting in an agitated manner in front of me while speaking to Ms. Babauta. I felt at the time that he nearly crossed the line into a threatening mode of behavior, but I did not write him up or pursue the matter because I could see it was a very emotional thing for him and involved his sick parents. This matter was resolved from the standpoint of management by transferring timekeeper duties to AA Ruth Sakuma.
3. Feb. 21, 2018: Other than the date of the accident itself, there are no dates given for any of these alleged conversations, demands or "harassments" by Ms. Babauta. There are also no corroborating witnesses names given. It has been common practice for us to try to help an injured or sick employee by sending a coworker to get their signature on a leave form if possible, to help make sure that the employee will be paid their paycheck on time. Certain documents must be signed and Doctor's excuses received within a certain time frame for this to happen. I was told that Ms. Babauta, who at the time was performing the Division's timekeeper functions with the direction of the Department's ASO, was simply attempting to make sure that Mr. San Nicolas' documents and timesheet were turned into the ASO on time, so that he would get his paycheck on time. This matter was resolved by transferring timekeeper duties to AA Ruth Sakuma.
4. Again, there is no corroboration of any statements made by either party and no witness names are mentioned that could be consulted for any further corroboration of statements made. This matter was resolved by transferring timekeeper duties to AA Ruth Sakuma.
5. Payroll Check: I have taken up this matter several times with the Department's ASO, Antonia Santos, and learned that Mr. San Nicolas is the only employee in the Department who still receives a paper check. ASO Santos informed me that a special trip by a runner would not be made to ITC Building to pick up one employee's check. I have authorized Mr. San Nicolas to go to ITC Building himself to pick up his check. As far as any involvement of Ms. Babauta in this matter, it was resolved by transferring timekeeper duties to AA Ruth Sakuma.
6. Minding other people's conversation: Other than the part of this alleged incident which purportedly took place in front of "a consignee", the rest is uncorroborated. This issue was resolved, to the extent possible by management, by putting AA Ruth Sakuma in charge of front desk operations.

Exhibit #1

7. April 2nd, 2018 Payroll Timesheet Discretion: More uncorroborated alleged conversations and allegations of time infractions by other unnamed personnel. This matter was resolved by transferring timekeeper duties to AA Ruth Sakuma.
8. This does not seem to be a complaint but rather an observation.
9. Friday April 6th, 2018...: More uncorroborated allegations of time infractions by other personnel. As far as any involvement of Ms. Babauta in this matter, it was resolved by transferring timekeeper duties to AA Ruth Sakuma.
10. Monday April 9th, 2018: More uncorroborated allegations of time infractions by other personnel. As far as any involvement of Ms. Babauta in this matter, it was resolved by transferring timekeeper duties to AA Ruth Sakuma.
11. This does not seem to be a complaint but rather an observation.
12. This does not seem to be a complaint but rather an observation.
13. May 18, 2018: Management cannot control the feelings or statements of all employees.
14. Female Workers: More uncorroborated allegations, but to the extent possible, this was resolved by putting AA Ruth Sakuma in charge of front desk operations.
15. 06/02/2018 Outside Information: Uncorroborated hearsay, and management cannot control the statements of employees at all times and in all places.
16. Once again I checked on this with Department's ASO and found that no other regular payroll checks are issued for employees in the Department of Agriculture; if an authorized runner is already going to the ITC Building for other matters they could pick up the paycheck or Mr. San Nicolas can pick up his own check. Recommend that Mr. San Nicolas coordinate with the proper Division's runner on each payday morning to see if anyone is going down on that payday who can pick up his check for him and bring it back to the Department in Mangilao or drop it off at the Biosecurity Division Office in Tiyan. This would help eliminate the need for him to go down to ITC Building himself on paydays.

In Summary: It is obvious that Mr. San Nicolas and Ms. Babauta do not get along in the workplace. Management has attempted to resolve this by informing each of them to stay away from and have no interaction with the other. Ms. Babauta has been relieved of any supervisory role that would cause her to need to interact with Mr. San Nicolas. These include her former roles as managing the front desk and as the Division's timekeeper. These changes by management are sufficient to have addressed any complaint listed, at least to the extent that management could possibly have any method to redress the issue.

Signed:

Carmen Babauta Program Coordinator IV: Harassment @ PIF Station towards Ken San Nicolas

1). Front Office: I was covering the front office due to lack of personnel. After lunch, I had informed Carmen Babauta that she would need to find somebody else to cover the front office because I had made previous arrangements to meet with my supervisor Patrick R. Artero at an inspection site should he call. She replied that I am going to remain at the front office to cover for the day. I replied back to her that I am just informing you of the situation and she snapped back saying "I AM TELLING YOU, THAT YOU ARE GOING TO STAY THERE!" I remained silent and later reported the issue to my supervisor in which he replied that he is my supervisor and not Carmen Babauta. She will not answer for me, if my supervisor were to write me up for not following his directions on the job site.

2). Mom and Dad's Medical Issue: I had made arrangements and applied for leave more than 30 working days in advance and the leave had been approved by my supervisor, acting chief Dr. Campbell, and the Director. A week before flight date, Carmen approaches me and informs me that I would have to provide a medical certificate saying that I am the primary health giver. I replied to her that I am not the primary health giver and that is why there are nurses and doctors. I am only escorting my mother and father and to be by their side should they need anything. She then calls a woman from DOA Payroll and comes back to me saying that I may not be paid if I decide to take the leave and escort my parents. I replied to her can you show me where in the dept rules and regulations that state I have to be a primary health giver to be with my parents in the hospital. I told her that Family Leave Act supports my leave application and you cannot show me where that being a primary health care giver is stated in the regulations.

The next day she tells me that Cathy Diaz from DOA and Toni Santos from Dept. Of Agriculture are asking for a medical certificate stating I am a primary healthcare giver. I proceeded to DOA to question Cathy Diaz and I was shocked that she did not know what I was talking about. She did not even see a copy of my leave application. She could not show me any rule or regulation regarding my leave application. After, I proceeded to Dept. Of Agriculture to meet with Toni Santos who as well did not know what I was talking about with my leave application. Toni Santos had not even seen my leave application. Both women asked me who said that they were asking for this certificate and I replied Carmen Babauta. My question is how can they request for something if they never knew about it?

The next day, I confronted Carmen in front of Dr. Campbell to tell her to cancel my leave request because my father had paid 250.00 to change the passenger itinerary name to my brother's name. She had a smirk on her face and then tried to act like the victim in front of Dr. Campbell and then I asked her why did you tell me that Cathy Diaz and Toni Santos were asking for this medical certificate when they never even knew that I had applied for the leave? She tried to rebuttal and I stopped her by saying you don't tell me anything. You are not my boss and from now on anything you have to say to me should go thru my supervisor first. I walked away from the situation and reported the incident to my supervisor.

Exhibit #2

3). Feb. 21, 2018: I had been rear ended while in a stopped position at the northbound traffic light in front of Dept. of Motor Vehicles during my lunch time. I called my supervisor to report the incident and to say that I will be heading to the emergency room at GMH to be seen due to my back, neck, and shoulder pains. I will not be coming in and will use sick leave for the mean time. I will turn in a doctor's note as soon as I can. Carmen Babauta was so insistent that I turn one in immediately that she hounded Mr. Artero to call me and request for medical excuse. She even went as far as to send a coworker to my house which I didn't appreciate to ask me for an excuse. To comply with her silly request I provided a copy of my emergency room report from GMH. Due to the continuance of pain I decided to take the next week off from work. Once again, Carmen started to demand another doctor's note from me and harassing my supervisor (Patrick R. Artero) to have me provide one. I informed him of when the next available date to see my primary physician was scheduled for and sent him a picture via personal cell phone to provide visual and physical documentation. The demands and harassment went on until I finally wrote an email addressing it to my supervisor and asking him to forward the email to the director, deputy director, Dr. Campbell, Toni Santos, and Carmen in which he did and also informed the director of the accident and issue. The Director then told my supervisor that he will look into the matter and take care of it.

4). I provided a doctor's excuse for the time requested by Carmen and Dr. Campbell: I had my brother drive me to the PIF Station to turn in the medical note for my leave of absence and sign my payroll timesheet. I then filled out another leave form for another week of sick leave. When I approached Carmen with this leave form, she looked at it and then replied that I could not take another sick leave again. You are not allowed to use/request for consecutive leaves of absences. Something about rules and regulations to which I replied I can't come to work just yet due to my pains and pain medications prescribed by the doctor and I am going to take another week off. I walked out of her office and I informed my supervisor of the situation with Carmen once again.

5). Payroll Check: Up until now, I am still going to ITC Bldg every payday to pick up my personal paycheck. I had informed my supervisor about this and he as well had informed Dr. Campbell and Carmen about this situation. I had asked Carmen several times to sort out this problem by having the couriers from the main dept pick up the check. Her reply was that I am the only one who has a paper check. I asked her if anyone from the main department goes there to pick up any and all documents from DOA sections and she stated that she doesn't know who is authorized to pick up checks and other documents. I later wrote an email to my supervisor, Dr. Campbell, Toni Santos, and Carmen stating that: Belmina Soliva, Noreen Evangelista, and Toni Santos are the three authorized couriers who may pick up checks from DOA check distribution counter. Until now, she has not assisted me with this complaint as time keeper/payroll.

6). Minding other people's conversation: I was assisting a consignee with his permits one afternoon. In the middle of assisting him, we were joking about the lack of certain necessities for the jobsite such as receipt booklets, ink and paper for the printer. Carmen then takes it upon herself to enter our conversation and imply that it is all just a formality. The consignee jokingly says to me that the permits we are issuing out are just a formality. I laughed and said yeah, you don't need these permits, they are just a formality. Carmen then interrupts our conversation and tells me to watch what I say and let's be

more professional. The consignee and I were completely stumped by what she said. I even asked the consignee if we were even talking to her or did we even include her in our conversation at all, to which he replies NO and she should mind her business. After assisting the consignees with their permit requests, I approached Carmen to discuss what she had said to me earlier. I informed her that she interrupted a conversation that did not include her and that what she had said to me was offensive and belittled me in front of the consignee. I told her that she could have at least waited until there were no consignees around and we could have appropriately discussed this matter in her office. Told me to take a seat in which I replied that NO I am fine standing. She then stands up from her chair and walks me to her door and tells me to leave and then closes the door. I then informed my supervisor about the incident.

7). April 2nd, 2018 Payroll Timesheet Discretion: I was charged 2hrs for Monday March 26th, 2018. The first hour is for being late in which I do not dispute. The second hour is the one in question. I was in training that whole week with Michael Troy Brown from USDA. We had finished a little early that day and he released us until the next day. I stuck around the PIF Station a little longer and left shortly after 4pm. When I confronted Carmen about this time discretion, she said that she saw me leave before 4pm and that the other guys have noticed me leaving early as well. I asked her how they could see me when I had been on training the entire week before. She said she does not want to argue with me about it. If I want to contest it, write it down and send it in to Toni and DOA. I told her lets be straight then, if anybody else leaves here before 5pm I want to see their time pay docked as well. I asked her for a copy of my personal timesheet and she replied that I am not entitled to it because it was against rules and regulations. We argued about it and she replies to ask Dr. Campbell if I am allowed to receive a copy of my personal timesheet. So I proceed to Dr. Campbell's office and I ask about getting a copy of my personal timesheet from Carmen and his reply was I don't see why not. I then tell him that she told me that I wasn't entitled to it. He says there is no problem with requesting for a copy of my personal timesheet. I go back to Carmen and relay what Dr. Campbell had said and she begins to change the discussion by replying I don't have it. It is at Toni Santos's office and if you want it, you can go ask her for it.

Later in the afternoon I asked a couple of the guys if they had ever left the PIF Station before 5pm last week or the week before. One individual replied we leave whenever Dr. Dulla says we can. I asked him does he ever let you guys go early like 4pm or 4:15pm or 4:30pm and he replied yes. I then asked had Carmen ever docked your payroll time for leaving early? His reply was no, our time has been regular and consistent. Why am I being docked then when Carmen is not even a supervisor for field operations? It is against rules and regulations. I have evidence of the other workers leaving early and still clocking out at 5:00pm everyday.

8). I was sitting outside with Joe Quinata in the parking area shelter having a smoke break. I noticed Carmen opened the side door and was looking towards the cars parked by the fence line. When she turned her head and looked towards the parking shelter she was caught off guard when she saw me and Joe Quinata looking at her and what she was doing. She stuttered for a moment trying to think of something to say and then said I am looking for Joe. I realized that she was looking outside to see if my car is parked in the parking lot or if I left already. I commented to Joe Quinata that she really has something against me for her to be even looking outside for my car instead of doing her work. Joe Quinata laughed and said Yeah, I don't know why she is like that. She's really after you man.

9). Friday April 6th, 2018 its payday and as usual I had to go to ITC to get my check. I was informed by Mrs. Alma that Jaythan Barnes also has a check there since 2 paydays back and was never picked up. Nobody informed Jaythan of his check being there nor picked it up and delivered it. I notified Jaythan about his check and that he would have to go there personally and request for it as they would not release it to me to deliver the check. I come back to the office and I work on the last bit of my reports for the day. I noticed my supervisor has not left the PIF Compound as usual at the end of each work day. I ask him why and he says that he is waiting for his son to exchange vehicles. So I follow him outside and noticed all four guys under Dr. Dulla and Carmen Babauta gone for the day before 4:30pm. I commented to my supervisor that she better dock their time to as well if she wants to be straight with me. I went inside to finish up and close our office, and I noticed only Dr. Dulla and Dr. Campbell remained in the building. Curiously I checked the sign in and out attendance sheet and saw that the guys had timed out at 5pm and not earlier. Why is she watching my time and not making things fair with these guys?

10). Monday April 9th, 2018 I was sitting outside having a smoke break with Cris Crisostomo under the parking lot shelter. Cris normally rides home with Joe Quinata but this day Joe did not report in to work. Cris needs a ride home so he asks Ed La Puebla if he can get a ride with him home. I don't care who takes him home but when you leave before 4:30pm and not get docked pay that involves me. I noticed Cris Crisostomo had already timed himself out at 5pm but left the compound with Ed La Puebla before 4:30pm. Did Carmen dock his hours?

11). Tuesday April 10th, 2018 I was sitting with Cris Crisostomo outside under the parking lot shelter. We were talking about Joe Quinata not being in due to his mother being sick. I then notice Carmen coming around the front corner next to Dr. Poole's staircase to his office and was looking down towards the fence line where I parked. I got ahold of Cris's attention to check out what she is doing. She still didn't notice us watching as she was so intent on looking at my usual parking area. When she turned and noticed Cris and I looking at her, she quickly turned away and looked at her car as if she needed something from her car. This is the second time I caught her with a different person.

12). I am sitting outside with Cris Crisostomo under the parking lot shelter. We were talking about things we need to do around the house and I noticed Carmen walk outside the front door. I get Cris Crisostomo attention and we watch her looking around the corner towards the area I had parked. She notices Cris and I both looking at her and what she is doing and she turns around quickly and walks towards her car and starts to inspect her car as if something happened. She then opens it up to get some items out and then goes back inside.

13). May 18th, 2018: I am traveling with my supervisor to the Guam Museum located in Agana. We are talking about the situations going on in our newly created division and he mentions to me what Carmen Babauta had told Dr. Campbell in regards to our complaint of the front office workers not wanting to assist nor prepare any of the phytosanitary certificates and the certificates of origin in which they are supposed to prepare before our inspections of the commodities. Her reply was that the female workers from the front office are intimidated and afraid of me and that is why they always walk out of the office. How can this be when they always ask me for help with customers, processing permits, drinks, food, cigarettes, and occasionally money for gas or other items. I feel this is an attack on my personal character.

14). Female Workers: It was brought to my attention as well as my supervisor's attention that they(female office workers) were instructed by Program Coordinator IV Carmen Babauta to stay away from our office and not to be talking to either of us. Carmen does not want them to assist Mr. Artero and I in anyway. What is this childish game?

15). 06/02/2018 Outside Information: Carmen Babauta has been talking about me to people that are not employed by Dept. of Agriculture. They have mentioned to me that she talks bad about me and has made discriminating/profiling remarks about me and my weight. It was brought to my attention by a former coworker who says others know about it as well from word of mouth. It is public slander and a defamation of my personal character. If there was any information she needed, all she had to do is approach my previous supervisors. SHE IS NOT ENTITLED TO THAT INFORMATION. Why is she asking about me and telling other people about me. I thought I was done with my interview and successfully passed my government job probationary period of 6months. I completed my 40hr USDA collaborator training and I will soon be pinned as a Commodity Inspector I, Law Enforcement Officer under the Biosecurity Division. Why is she attacking my character now?

16). In one of my emails regarding complaints and paycheck issues, Carmen Babauta replies that she will do everything she can within our division to correct reoccurring problems. Last Friday which was a government payday, I had to go to the ITC building to pick up my own check. I was informed by the office clerk that a female personnel from the Dept. Of Agriculture had already came by and picked up all the payroll checks for the department. Why am I still being left out? What has Carmen done to resolve this issue? Dr. Campbell has approved my request to leave early to pick up my check on each government payday, but has also asked why I wouldn't change my status to auto deposit to solve the situation. Why should I when I am not the only one who is receiving a payroll check and why isn't it being picked up like the others?

In summary,

-I am tired of how Carmen Babauta is trying to micromanage and manipulate our division and its employees at her every whim.

- Her title of being a Program Coordinator IV has completely gone to her head. She believes that she is entitled to be the Director of the Plant Inspection Facility.

-She continually abuses her position of authority.

-She has single handedly created a horrible work environment that is both hostile and tense. In turn, it has tremendously brought down the moral of employees causing frustration and confusion.

-She has shown no progress in any of our personal requests for office materials, field materials, and personnel actions.

-She does however show great progress in minding everyone else's business and trying to sway them from their obligations thru deceit and unfulfilled promises.

*** From personal observations she is great at negativity and even worse at promoting positive vibes at the jobsite. I feel I am being harassed and Carmen Babauta is illegally using her position against me and others here at work. I am tired of feeling like I am under the gun and being watched thru a microscope.

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

PEARL ANGEL CRUZ,

Employee,

vs.

PORT AUTHORITY OF GUAM,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 14-AA05T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 17th day of January 2019, **nunc pro tunc to August 15, 2017.**

LUIS R. BAZA
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(Absent)
CATHERINE GAYLE
Commissioner

The Law Offices of
PHILLIPS & BORDALLO
A Professional Corporation
410 West O'Brien Drive, Suite 102, Hagåtña, Guam 96910-5044
Tel: (671) 477-ABCD (2223) • Fax: (671) 477-2FAX (2329)
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GOVERNMENT OF GUAM

Attorneys for Port Authority of Guam

CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF :	ADVERSE ACTION APPEAL
	CASE NO. **14-AA05T**
Pearl Angel Cruz,	
Employee,	**STIPULATION TO AMEND JUDGMENT OF DISMISSAL**
vs.	
Port Authority of Guam,	
Management.	

Management, Port Authority of Guam ("Management"), through its attorneys of record, The Law Offices of Phillips & Bordallo, P.C., by Michael F. Phillips, and Employee, Pearl Angel Cruz ("Employee"), through Jerry M. Rivera, Lay Representative, hereby stipulate and request to amend the Judgment of Dismissal adjudged on August 15, 2017.

On August 4, 2017, Employee withdrew her appeal in the above-entitled action. In exchange for Employee's withdrawal and agreement not to return to employment at the Port Authority of Guam or apply for future employment at the Port Authority of Guam, Management agrees to change Employee's status from termination to resignation.

STIPULATION TO AMEND JUDGMENT OF DISMISSAL
Pearl Angel Cruz vs. Port Authority of Guam
Civil Service Adverse Action Case No. 14-AA05T

Therefore, the parties stipulate and request to amend the judgment to read as follows:

1. Management agrees to change Employee's termination status at the Port Authority of Guam to that of resignation;

2. Employee agrees not to return to employment at the Port Authority of Guam and will not apply for any future positions at the Port Authority of Guam; and

3. Employee agrees to withdraw her appeal in Adverse Action Appeal Case No. 14-AA05T.

SO STIPULATED:

SUBMITTED BY:

PHILLIPS & BORDALLO, P.C.
Attorneys for Management

By: _____
MICHAEL F. PHILLIPS

Dated: 12/28/18

APPROVED AS TO FORM:

Lay Representative for Employee

By: _____
JERRY M. RIVERA

Dated: 12/28/18

PHILLIPS & BORDALLO