Speaker's Office <speaker@guamlegislature.org>

MC Fwd: Civil Service Commission Judgments

1 message

Speaker's Office <speaker@guamlegislature.org> Wed, Apr 10, 2019 at 8:24 AM
To: Clerks Office <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>
Bcc: Tina Muna Barnes <tinamunabarnes@gmail.com>

04-08-19	4:38 PM	04-08-19	Judgments executed by the Civil Service Commission in its meeting of April 4, 2019.*	Civil Service Commission-Office of the Legislative Secretary -	35GL-19-0350

Sinsenru yan Minagåhet,

Office of the Speaker • Tina Rose Muña Barnes
Committee on Public Accountability, Human Resources & the Guam Buildup

35th Guam Legislature
I Mina'trentai Singko na Liheslaturan Guåhan

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910
T: (671) 477-2520/1
speaker@guamlegislature.org

35GL-19-0350
Speaker Tina Rose Muña Barnes

APR 10 2019
Time 824 (X)AM ( )PM
Received By:

This e-mail message is intended only for the use of the individual or entity named above and may contain confidential and privileged information. If you are not the intended recipient, any disclosure, copying, distribution or use of the information contained in this transmission is strictly PROHIBITED. If you have received this transmission in error, please immediately notify us by replying to speaker@guamlegislature.org and delete the message immediately. Thank you very much.

Gumai pribilehu yan konfedensia este siha na mensåhi. Solo espesiåtmente para hågu ma entensioña pat ma aturisa para unribi. Sen prubidu kumu ti un ma aturisa para manribisa, na'setbe, pat mandespåtcha. Yanggen lachi rinisibu-mu nu este na mensåhi , put fabot ago' guatu gi I numa'huyong gi as speaker@guamlegislature.org yan despues destrosa todu siha I kopian mensåhi. Si Yu'os ma'åse'.

---------- Forwarded message ---------
From: **Office of Senator Shelton Guam Legislature** <officeofsenatorshelton@guamlegislature.org>
Date: Mon, Apr 8, 2019 at 4:38 PM
Subject: Fwd: Civil Service Commission Judgments
To: Speaker's Office <speaker@guamlegislature.org>
Cc: Office of Senator Shelton Guam Legislature <officeofsenatorshelton@guamlegislature.org>

2019 APR 10 AM 8:38

Good afternoon Speaker:

Forwarding for your information.

Regards.

Evelyn Claros
Administrative Officer

---------- Forwarded message ---------
From: **Susan Corbin** <susan.corbin@csc.guam.gov>
Date: Mon, Apr 8, 2019 at 4:33 PM
Subject: Civil Service Commission Judgments
To: <officeofsenatorshelton@guamlegislature.org>

Hafa Adai Senator Shelton: Please find attached the Judgments executed by the Civil Service Commission in its meeting of April 4, 2019. This is mandated under 4 GCA, Section 4403. Thank you.

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

2 attachments

John D. Santos.CSC17-GRE21 and CSC17-AA15D.April 4-2019.pdf
113K

Kristoffer Castro.CSC18-GRE06.April-4-2019.pdf
124K

0350

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

JOHN D. SANTOS,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

GRIEVANCE APPEAL
CASE NO.: 17-GRE21

ADVERSE ACTION APPEAL
CASE NO.: 17-AA15D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 4th **day of** April **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

RECEIVED
2:45 3-26-19
CIVIL SERVICE COMMISSION
RECEIVED
10145
MAR 27 2019
19-0252
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

JOHN D. SANTOS, **Employee,** **vs.** **GUAM FIRE DEPARTMENT,** **Management.**	**CSC APPEALS Case Nos: 17-GRE21 and17-AA15D** **STIPULATED GLOBAL SETTLEMENT AGREEMENT**

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 and Adverse Action Appeals, Case nos. 17-GRE21 and17-AA15D in the Civil Service Commission; 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:

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 17-GRE21 and his Adverse Action Appeal 17-AA15D with prejudice pursuant to the terms of this agreement. Employee will not seek payment retroactive upon rescinding of the adverse action. Employee will not seek retroactive payment to retirement fund retroactive upon rescinding of the adverse action

3. **Management's Obligation.**

3.1 Management agrees that it shall rescind the Adverse Action (Demotion), CSC Case No. 17-AA15D. Management will reinstate employee to previous rank without retroactive payment.

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 below their respective names.

For Employee:	**For Management:**
JOHN SANTOS, Employee	**DANIEL C. STONE, Fire Chief**
Date: 3/26/19	**Date:** 3/27/19

BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

IN THE MATTER OF:

KRISTOFFER CASTRO,

Employee,

vs.

DEPARTMENT OF AGRICULTURE,

Management.

GRIEVANCE APPEAL
CASE NO.: 18-GRE06

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 4th **day of** April **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
1:30 PM
19-0234
MAR 22 2019
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

KRISTOFFER CASTRO **Employee,** **vs.** **DEPARTMENT OF AGRICULTURE,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No.: 18-GRE06** **STIPULATION OF SETTLEMENT**

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **KRISTOFFER CASTRO** (hereinafter "employee") and the **GUAM DEPARTMENT OF AGRICULTURE,** (hereinafter referred to as "management") as follows:

RECITALS

A. The Employees commenced Grievance Appeals case no. 18-GRE06 in the Civil Service Commission; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this pending matter in order to provide for certain arrangements in full settlement and discharge of the Grievance Appeal 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.

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 hereby dismisses and withdraws his Grievance Appeal before the Civil Service Commission and further requests that the Commission dismiss Appeal 18-GRE06 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that he will accept a voluntary lateral transfer and reassignment to Commodities Section or Biosecurity Section of the Department of Agriculture or Plant Inspection Facility Division in the position classification of *Commodity Inspector I* at the appropriate pay grade and step that closest to his current salary as full and complete resolution of his grievance.

2.3 Employee agrees that this settlement is not intended to waive his right or entitlement to receive any outstanding increments that may be pending.

3. **Management's Obligation.**

3.1 Management agrees that it shall transfer and reassign the Employee to Commodities or Biosecurity Section of the Department of Agriculture in the position classification of *Commodity Inspector I* and to the appropriate pay grade and step that is closest to the current salary of the Employee.

3.2 Management further agrees that this settlement is not intended to deny the employee any pending increments that he may be entitled to.

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:	**For Management:**
3-19-19	03/19/19
KRISTOFFER CASTRO, Employee	JOHN C. BORJA, Acting Director