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DIPÅTTAMENTON MINANEHAN TÅNO'
(Department of Land Management)
GUBETNAMENTON GUÅHAN
(Government of Guam)

LOURDES A. LEON GUERRERO
MAGA'HÅGA • GOVERNOR

JOSHUA F. TENORIO
SIGUNDO MAGA'LÅHI • LIEUTENANT GOVERNOR

JOSEPH M. BORJA
ACTING DIRECTOR

2019 JUL -2 PM 12:43

June 14, 2019

35GL-19-0693
Speaker Tina Rose Muña Barnes

JUL 02 2019
Time 11:37 (X)AM ( )PM
Received By: Matt

The Honorable Tina Muna Barnes
Speaker, 35tj Guam Legislature
Chairperson, Committee on Public Accountability,
Human Resources, and the Guam Buildup
35th Guam Legislature
Guam Congress Building
163 Chalan Santo Papa
Hagatna, Guam 96910

RE: Prior Year Obligations
Civil Service Commission Judgement – Andrew D. Santos

Buenas yan Håfa Adai! On March 18 2018, Mr. Andrew D. Santos was involuntarily demoted from a Deputy Civil Registrar to a Land Abstractor III. Mr. Santos appealed his demotion with the Civil Service Commission and won his case.

As a result, Mr. Santos has been reinstated to Deputy Civil Registrar, Pay Grade O-2 at $51,787 per annum effective March 18, 2018 to March 7, 2019 (refer to attached Stipulation of Settlement signed by all parties on March 7, 2019). October 1, 2018 to current has been paid. The period March 18, 2018 to September 30, 2018, however, is a prior year obligation.

The Department of Land Management has calculated that $2,763.67 is owed to Mr. Santos for FY 2018. Please see attachment for breakdown.

Requesting for legislative authorization to use current fiscal year funds (FY 2019) appropriated for Department of Land Management as indicated in P.L. 34-116, Chapter V, Section 1(u)(1) for the payment of prior year obligations due to Mr. Santos.

Should you have any questions or require additional information, please contact Mrs. Virginia Flores, Administrative Services Officer, at 647-8500.

Senseramente,

JOSEPH M. BORJA

Attachments

0693

Andrew Santos - Stipulation of Settlement, Prior Year Obligation

Back Pay for FY 2018 effective 3/18/2018 - 9/29/2018

PPE	hours	Settlement	Paid	Diff.	
3/31/2018	80	1,992.00	1,992.00	0.00	
4/14/2018	80	1,992.00	1,992.00	0.00	
4/28/2018	80	1,992.00	1,992.00	0.00	
5/12/2018	80	1,992.00	1,992.00	0.00	
5/26/2018	80	1,992.00	1,992.00	0.00	
6/9/2018	80	1,992.00	1,992.00	0.00	
6/23/2018	80	1,992.00	1,992.00	0.00	
7/7/2018	80	1,992.00	1,427.20	564.80	
7/21/2018	80	1,992.00	1,427.20	564.80	
8/4/2018	76	1,892.40	1,355.84	536.56	(4 hours LWOP)
8/18/2018	80	1,992.00	1,427.20	564.80	
9/1/2018	80	1,992.00	1,427.20	564.80	
9/15/2018	80	1,992.00	1,427.20	564.80	
9/29/2018	80	1,992.00	1,427.20	564.80	
		27,788.40	23,863.04	3,925.36	

Amount Due Employee for back pay - 55%:	2,158.95
Benefits (0.2656 + 0.0145):	604.72
Total Cost for Back Pay FY 2018:	**2,763.67**

Office of the Attorney General
Leevin Taitano Camacho
Attorney General of Guam
Solicitor Division
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CIVIL SERVICE COMMISSION
5:44pm
RECEIVED
MAR 07 2019
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION
HAGÅTÑA, GUAM

IN THE MATTER OF: **ANDREW SANTOS,** Employee, vs. **DEPARTMENT OF LAND MANAGEMENT,** Management.	ADVERSE ACTION APPEAL CASE NO. **18-AA06D** **STIPULATION OF SETTLEMENT**

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

THIS STIPULATION OF SETTLEMENT is by and between **ANDREW D. SANTOS** (hereinafter "Employee") and the **DEPARTMENT OF LAND MANAGEMENT,** (hereinafter referred to as "Management") as follows:

RECITALS

A. On March 18, 2018 Management demoted the Employee from Deputy Civil Registrar to Land Abstractor III; and that adverse action has been appealed to the Civil Service Commission of Guam, CSC Case No: 18-AA06D; 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.

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 Adverse Action Appeal 18-AA06D, from the Civil Service Commission and request that the Commission dismiss the adverse action appeal with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that the adverse action or demotion shall be rescinded by management and expunged from his record entirely.

2.3 Employee shall be reinstated to his former position of Deputy Civil Registrar, Pay Grade O-2 at $51,787 per annum from the lower position classification of Land Abstractor III, effective March 7, 2019.

2.4 Employee agrees that he shall be responsible for all costs and fees that he has suffered associated with his adverse action appeal up to the date of this agreement. This section expressly does not apply to any subsequent fees and costs that may be associated with the enforcement of this agreement or any other matters.

3. **Management's Obligation.**

3.1 Management agrees to rescind all notices of proposed and final notices of adverse action associated with the employee's demotion and expunge all such documentation from any and all employee files wherever it is kept.

3.2 Management agrees to reinstate Employee to his former position of Deputy Civil Registrar, Pay Grade O-2 at $51,787 per annum, from the lower position classification of Land Abstractor III, effective March 7, 2019; and,

3.3 Management agrees to compensate the employee for 55% of the difference in pay ("back pay") from March 18, 2018 to March 7, 2019 in accordance with the terms and conditions of this settlement agreement.

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:

ANDREW D. SANTOS, Employee

DATE: 2/7/2019

ROBERT E. KOSS, Employee's Rep.

DATE: 3/7/19

For Management:

JOSEPH M. BORJA, Director

DATE: March 7, 2019

NICOLAS TOFT
Legal Counsel for Management

DATE: 3/7/19