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**PROPOSED
PERSONNEL RULES & REGULATIONS
FOR
CERTIFIED, TECHNICAL, AND PROFESSIONAL POSITIONS
IN ACCORDANCE WITH P.L. 28-113**

Section 1. Amendments to Existing Personnel Rules and Regulations. The Guam Power Authority (GPA) and the Guam Waterworks Authority (GWA) have existing Personnel Rules and Regulations. GPA's Personnel Rules and Regulations were adopted by its Board of Directors on May 5, 1982, approved by the Civil Service Commission (CSC) on July 29, 1982, and approved and promulgated via Executive Order No. 82-18 on October 4, 1982. Pursuant to Executive Order 96-24, GWA's Board of Directors adopted the Department of Administration's (DOA) Personnel Rules and Regulations as GWA's Personnel Rules and Regulations on March 12, 1997, and this action was approved by the CSC on January 23, 2001. The existing GPA and GWA Personnel Rules and Regulations shall continue in full force and effect except for those sections or chapters of said rules that are amended as set forth herein.

a. Sections and Chapters not affected by Amendments:

1. The following Sections of GPA's Personnel Rules and Regulations are not affected by these amendments: Sections 1, 2, 3, 5, 6, 8, 9, 10, 12, 13, 14, 16, 17, 19, 20, 21, 22, 23, and 24.

2. The following Chapters of GWA's Personnel Rules and Regulations are not affected by these amendments: Chapters 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, Merit Career Plan, and Appendices A, B, C, D, E, F, G, H, and I.

b. Amended Sections and Chapters:

1 c. Amendment of Certified, Technical, and Professional
2 Positions. The General Manager may petition the CCU to amend, to include but not limited
3 to deleting, adding, or modifying such positions, the approved list of the Authority's
4 Certified, Technical, and Professional Positions.

5
6 1. The Petition shall include:

7 (A). The Justification for the Amendment.

8 (B). The essential details of the Amendment.

9 (C). An analysis of the similarities or differences
10 between the existing position and the Amendment.

11 (D). The Job Title, Pay Range, and Position
12 Description affected by the Amendment.

13
14 2. The General Manager shall post the petition on the
15 Authority's Website for ten (10) days (Saturdays, Sundays, and government of Guam
16 holidays excepted). After the posting, the General Manager shall forward the petition,
17 along with evidence that prompt notice of the posting was provided each newspaper of
18 general circulation and broadcasting station which airs a regular local news program within
19 Guam, to the CCU. The CCU shall approve, disapprove, or amend the petition at any
20 regularly scheduled CCU meeting.

21
22 **Section 2. Select on and Appointment of Certified, Technical, or**
23 **Professional Employees.**

24
25 **a. Section 4.A to GPA's Personnel Rules and Regulations and**
26 **Chapter 4.A GWA's Personnel Rules and Regulations are hereby added to read:**

27
28 **4.A. Employment of Certified, Technical, and Professional Employees:**

29 **4.A.1.0 RECRUITMENT**

30
31 **4.A.1.1 Announcement of Recruitment and Examination:**

1
2 4.A.1.1.1 When there is a need to establish a list of eligibles, the General Manager
3 shall publish and disseminate announcements of recruitment and examination on either
4 an “Open” or “In-House” competitive basis. The General Manager shall use “Open
5 Announcements whenever new personnel are required to augment the Authority’s
6 existing staff. The General Manager shall use In-House Competitive Announcements
7 whenever the Authority can provide promotional opportunities for its existing employees
8 without the need to acquire additional employees.
9

- 10 a) “In-House” competitive announcements shall be published to allow all
11 interested permanent classified employees of the Authority to compete for
12 vacancies. Applicants who are not permanent classified employees of the
13 Authority will not be allowed to submit applications under this type of
14 announcement.
15
16 b) “Open” competitive announcements shall be published to allow all interested
17 and qualified persons or employees to compete for Authority vacancies.
18
19

20 4.A.1.1.2. Each recruitment and announcement for an initial appointment or a
21 promotion shall contain the title of the class, the applicable range of pay, the
22 character of the duties and responsibilities and examples thereof, the closing date
23 and place for filing applications, the minimum qualifications for entry into the
24 position, the required supporting documentation such as but not limited to a high
25 school diploma, official college transcripts, police and court clearances, and other
26 information deemed necessary. Appointments from other than the eligibility list, as
27 for example by transfer, demotion, or reemployment, shall be bound by minimum
28 qualifications requirements set forth in such announcement.
29

30 4.A.1.1.3 The announcement of a position must be opened for at least ten (10)
31 working days to allow ample time for candidates to submit employment applications.
32

33 **4.A.1.2 Application Form:**

34
35 The General Manager shall prescribe a form to be used by applicants for positions
36 which shall require information covering experience, training, and other pertinent
37 data indicated as being necessary in the announcements. Applications shall be
38 signed and the truth of all statements therein certified to by such signature.
39 Applications for competitive announcements shall be accepted only during the
40 period specified. It is the applicant’s full responsibility to inform the Human
41 Resources Division of their current mailing address and contact phone numbers.
42 The Human Resources Division will not be held liable for missed or non-receipt of
43 notice of examination due to incorrect or non-renewal of contact information.
44

45 **4.A.1.3 Submittal of Supporting Documents:**

1
2 All supporting documents to an employment application must be received on or
3 before the closing date of an announcement, or at the time of submittal of an
4 application for announcements on a continuous basis to receive full consideration for
5 eligibility to compete in the recruitment processes including but not limited to, high
6 school diplomas, official college transcripts, police and court clearances and DD
7 form 214. Applicants may still submit pending documents within ten (10) working
8 days of the stamped date of the notice of rating. Changes in rating generally will not
9 affect a certification already issued, or invalidate an appointment already made from
10 the eligibility list. No documents will be accepted for further consideration past the
11 ten (10) day period listed above.
12

13 **4.A.1.4 Rejection of Applicants:**

14
15 The General Manager shall not be required to accept applications or, after
16 acceptance and evaluation, establish an applicant as eligible on an eligibility list, or
17 allow an applicant admission to the recruitment process when any of the following
18 conditions exists:
19

- 20 a) Conviction of a crime in which the crime is directly related to the work to be
21 performed for the position applied.
- 22 b) Refusal or failure to furnish documents required to verify any statements made in
23 the application.
- 24 c) Intentional false statements or deception, or fraud in the application process.
- 25 d) Failure to attest to the accuracy of information presented on the application form.
- 26 e) Failure to submit an application within the announcement period except in those
27 instances where the applicant can certify in writing extenuating circumstances to
28 the satisfaction of the General Manager.
- 29 f) Physical or mental unfitness to perform the duties of the class of position to
30 which he/she seeks appointment.
- 31 g) Evidence that the applicant has been removed from a position, either within the
32 Authority or government of Guam agencies or otherwise for reasons which would
33 render him/her unsatisfactory for the position in the (Authority) service for the
34 class for which he/she is applying.
35

36 **4.A.1.5 Notification of Rejection of Applicants:**

37
38 4.A.1.5.1 A rejected applicant shall be notified promptly of such action and the
39 reasons for rejection in writing.
40

41 4.A.1.5.2 Any person who has been disqualified based on non-submittal of
42 supporting documents may appeal such action within ten (10) calendar days of the
43 date of the written notice to the General Manager.
44

1 4.A.1.5.3 The General Manager may schedule a selection interview prior to the
2 expiration of the ten (10) day appeal period for rejected applications that are pending
3 supporting documents due to organizational needs. The ten (10) day appeal period
4 will not delay the employment process. Certification lists for interview may be
5 established prior to the expiration of the appeal period.
6

7
8 4.A.1.5.4 Should the Authority determine, through the appeal, that an applicant's
9 qualification for the position applied for due to non-submittal of supporting
10 documents, the applicant may then be considered in the next certification period.
11

12 **4.A.1.6 Rating Process:**

13
14 4.A.1.6.1 Competitive announcements shall be held for original appointments and
15 promotions and shall be job-related in nature and designed to reveal the capacity
16 and fitness of the applicant to satisfactorily perform the characteristic duties of the
17 class or position for which the announcement is published.
18

19 4.A.1.6.2 Any accepted personnel examining technique may be used, including a
20 verification and evaluation of education, training and experience; tests of knowledge,
21 skill, ability, intelligence or aptitude; medical examinations, appraisals of personal
22 suitability; and any other matter that the General Manager deems appropriate.
23

24 **4.A.1.7 Notification to Report for Interview/Examination:**

25
26 Upon evaluation and acceptance of the application, the General Manager shall
27 cause each applicant to be notified by mail, telephone or other acceptable means of
28 communication of the date, time and place of interview or examination. No person
29 shall be admitted into the interview or to take any examination without such
30 authorization or other satisfactory evidence of conditional acceptance of his/her
31 application.
32

33 **4.A.1.8 Rating of Employment Applications:**

34
35 All applications for employment are evaluated based on the information provided by
36 the applicant. Work experience is measured against the minimum experience and
37 training as well as the knowledge, abilities and skills listed on the job announcement
38 and the job specification.
39

40 **4.A.1.9 Notification of Rating Results:**

41
42 All competitors shall be notified in person or by mail of their final earned ratings. The
43 records or ratings, as well as examination papers (if a written examination is
44 required), shall be held as official records for the life of the resulting eligibility list.
45

1 **4.A.1.10 Inspection of Written Examination Papers:**

2
3 The General Manager shall, upon request of a candidate, authorize such
4 candidate to inspect his/her own written examination papers (when
5 applicable) within 20 days of the date of examination in the presence of a
6 Personnel Specialist. The privilege of inspection shall not be deemed to
7 include authorization to copy examination instructions, questions, results or
8 notations.
9

10 **4.A.1.11 Duration of Final Earned Ratings:**

11
12 Final Earned Ratings are valid only for the life of the eligibility list. Ratings
13 received through performance tests shall not be carried over to a new list
14 after a period of one year.
15

16 **4.A.2.0 PREFERENCE**

17
18 **4.A.2.1 Preference Credit for Individuals with Disabilities:**

19
20 Applicants who have physical or mental disabilities, but are physically or mentally
21 able to perform efficiently and safely the duties of the position applied for, as
22 certified by the Director of Public Health and Social Services, shall receive a
23 preferential credit of five points which shall be added to their passing examination
24 score for initial appointment to a position (does not apply to subsequent applications
25 for employment with the Authority after separation).
26

27 **4.A.2.2 Preference Credit for Veterans of the United States Armed Forces or**
28 **Former Members of the Guam Police Combat Patrol:**

29
30 Veterans of the Armed Forces of the United States, or former members of the
31 Guam Police Combat Patrol, as certified by the Chief of Police, shall receive a
32 preferential credit of five points which shall be added to their passing examination
33 score upon initial employment only. Such veterans, or former members who are
34 disabled as a result of their service in the Armed Forces or Combat Patrol, shall
35 receive a preferential credit of 10 points which shall be added to their passing
36 examination score upon initial employment only (does not apply to subsequent
37 applications for employment in the Authority after separation).
38

39 **4.A.2.3. Proof of Eligibility for Veteran's Preference Credit:**

40
41 Persons claiming veteran's status must submit their DD Form 214, Armed Forces of
42 the United States Report of Transfer of Discharge. A person must have completed
43 at least 180 consecutive days of service in the Armed Forces of the United States
44 and must have received other than a dishonorable discharge from such service to
45 be eligible for veteran's preference.

1
2 **4.A.3.0 EMPLOYMENT LISTS**
3

4 **4.A.3.1 Certification of Eligibles:**
5

6 *Rule of Eight:* Eligibles shall consist of eight or such fewer eligibles as may be
7 available for the class. Eligibles shall be certified by the General Manager in the
8 order that they appear on the eligibility list as follows:
9

- 10 a) First Ranked Eligible
11 b) Second Ranked Eligible
12 c) Third Ranked Eligible
13 d) Fourth Ranked Eligible
14 e) Fifth Ranked Eligible
15 f) Sixth Ranked Eligible
16 g) Seventh Ranked Eligible
17 h) Eighth Ranked Eligible
18

19 In case of a tie on the eighth ranked eligible, the eligibles will be certified until the
20 earned ratings are changed in numerical places. For example, the eighth, ninth ranked
21 eligible has earned a score or 71.00 and the tenth eligible rating is a 70.00, the eighth
22 and ninth eligibles will be certified along with the first seven eligibles.
23

24 **4.A.3.2 Certification of Eligibles For More Than One Vacancy:**
25

26 4.A.3.2.1 For more than one vacancy, the General Manager may certify an
27 additional eligible for each additional vacancy.
28

29 4.A.3.2.2 When the last eligible to be referred is one of two or more eligibles who
30 have identical examination scores, such two or more eligibles shall also be certified.
31

32 4.A.3.2.3 If the department head does not wish to select any of the candidates
33 certified, he/she must individually justify to the General Manager his/her reasons for
34 non-selection, before a new certification is authorized.
35

36 **4.A.3.3 Establishment of Eligibility Lists:** Names of candidates shall be placed on
37 eligibility lists in rank order of qualifying scores after appropriate examination. This list
38 shall be designated as an "Eligibility List" for that class and area of consideration. After
39 the General Manager has approved the eligibility list, it shall then be considered
40 "established".
41

42 **4.A.3.4 Duration of Eligibility Lists:**
43

44 The life of an eligibility list, other than a reemployment list, shall be for a period of
45 not more than one year unless extended by the General Manager, which such

1 extension shall not exceed three months. When an eligibility list is reduced to an
2 insufficient number of eligibles (less than eight), a new eligible list may be
3 established through appropriate examination. The names of eligibles on the former
4 list shall be combined with those on the new list according to the final score.
5

6 **4.A.3.5 Types of Lists:**

7
8
9 **4.A.3.5.1 In-House List:** The In-House List shall consist of names of employees of
10 the Authority who have passed their initial probationary period and meet the
11 minimum requirements of the position applied and were certified as eligibles. The
12 In-House List shall be used whenever an In-House Competitive announcement is
13 used to announce the position as set forth in Section 1.1.1b) above.
14

15 **4.A.3.5.2 Open List:** The open list shall consist of names from the general public who
16 are not employed by the Authority as well as current employees of the Authority.
17 The names of such persons shall be placed on the list in order of their final earned
18 ratings starting from the highest. Open Lists shall be used whenever an Open
19 Competitive announcement is used as set forth in Section 1.1.1a) above.
20

21
22 **4.A.3.6 Removal of Names from Eligibility List:** The name of any person on an
23 eligibility list may be removed if:
24

- 25 a) The person is appointed to a permanent position for the class;
- 26 b) The eligible fails to respond within 15 days to a written inquiry relative to
27 availability for employment;
- 28 c) The eligible rejects an offer of permanent employment;
- 29 d) The eligible fails to report for selection interview after two (2) notifications of
30 selection interview without written notice; or fails to report to duty within the
31 time prescribed; Failure to report for selection interview will not delay the
32 selection process.
- 33 e) Withdrawal by the eligible;
- 34 f) Physical or mental unfitness to perform the duties of the position as shown by
35 medical examination;
- 36 g) Findings of deception or fraud in the employment process;
- 37 h) Conviction of a crime which is related to the position applied for.
38

39 **4.A.3.7 Selection of Employees:** Appointments to classified positions of the Authority
40 shall be selected from among a certified list of eligibles. A certification list may not be
41 required in the appointment of unclassified positions.
42

43 **4.A.3.8 Supplemental Certification:**
44

1 The General Manager may certify supplemental eligibles to provide a full
2 certification under the following conditions.

3
4 4.A.3.8.1 The supplemental certification may be used only upon the failure to appear
5 for a selection interview, refusal of appointment by eligibles or the rejection of
6 eligibles by the General Manager for cause.

7
8 4.A.3.8.2 The additional eligibles to be certified shall be of such number that will
9 provide the Authority with a full certification of up to eight (8) eligibles.

10
11 **4.A.3.9 Selection Interview Consideration:**

12
13 When an applicant is interviewed for a position within the Authority and is
14 subsequently not selected for an appointment, the applicant is still in consideration
15 for selection at a later time to the exact same position within the same division
16 he/she previously interviewed for without conducting another interview. This
17 selection interview consideration shall remain in effect for the life of the eligibility list.

18
19 **4.A.3.10 Selective Certification:**

20
21 Upon request of the department head and approval of the General Manager,
22 selective certification may be made when specific identifiable qualifications
23 and skills are essential to successfully perform the duties and responsibilities
24 of the position. These factors shall pertain to knowledge, skills and abilities
25 pertinent to certain program operations when these qualifications and skills
26 cannot be readily acquired after appointment. Selective certification
27 requirements must be established in the job announcement and the position
28 description.

29
30 **4.A.3.11 Selection Interviews:**

31
32 The General Manager, at his/her discretion, may schedule a selection
33 interview immediately after the establishment of an eligibility list for the
34 position. Applicants who are pending submission of supporting documents at
35 the time the selection interview is scheduled will not be considered for
36 certification purposes.

37
38 **4.A.3.12 Types of Appointments:**

39
40 4.A.3.12.1 Probational Appointment: An appointment to a permanent classified
41 position in which the employee will commence serving a probational period on an
42 initial recruitment for duration of six (6) months.

1 4.A.3.12.2 Permanent Appointment: An appointment granted to a classified
2 employee in a permanent position, subject to satisfactory completion of a
3 probationary period on an initial recruitment.
4

5 4.A.3.12.3 Reemployment Appointment: A former classified employee of the
6 Authority who separated in good standing may be appointed to the same class and
7 salary level held at the time of separation.
8

9 4.A.3.12.4 Unclassified Appointment: Where no specific term of appointment or
10 employment is specified in law as to that particular and specific position, shall be at
11 the pleasure of the General Manager or the Consolidated Commission on Utilities
12 (CCU) without competition.
13

14 **4.A.3.13 Reemployment:** A permanent classified employee who separated from the
15 Authority through resignation or retirement while in good standing may be eligible for
16 reemployment, without competition to:
17

18 4.A.3.13.1 The same or comparable position in the Authority within four years from the
19 date of separation. A reemployed employee may be hired at not less than the salary
20 earned at the former position. Reemployment appointments are not subject to the
21 certification procedures as described in these rules.
22

23 4.A.3.13.2 If the same or comparable position is not available, the former employee may
24 be reemployed to a lower level position in the class series.
25

26 **b. Recruitment Above-Step for Employees In Certified,**
27 **Technical, and Professional Positions**

28 A new Subsection 15.11A and 6.001C is hereby added to GPA's and GWA's Personnel
29 Rules and Regulations to read:
30

31 **RECRUITMENT ABOVE-STEP FOR EMPLOYEES IN CERTIFIED, TECHNICAL, AND**
32 **PROFESSIONAL POSITIONS**
33

34 **1.0 PURPOSE:**
35

36 This guide is intended to be used for salary placement above Step 1 of a respective pay
37 grade for certified, technical and professional positions within the Guam Power Authority
38 and the Guam Waterworks Authority. This is a management tool and may be used at
39 the discretion of the General Manager.
40

41 **2.0 ABOVE STEP QUALIFICATIONS:**
42

43 2.1. The General Manager may petition the Consolidated Commission on Utilities (CCU)
44 for recruitment at a higher step not to exceed Step 10, because of documented

1 recruitment difficulty or exceptional qualifications. The petition shall be posted on
2 the agency's website for ten (10) days (Saturdays, Sundays and government of
3 Guam holidays excepted). This petition shall be made before an applicant is hired.
4 Every petition shall be scrutinized and amply justified before being approved.
5 Increment schedule consisting of Steps 11 through 20 shall not be used for
6 recruitment above step.
7

8 2.2. The appropriate step placement of a respective pay grade for above step
9 qualifications shall be determined by education, work experience, and other
10 credentials or evidence administratively acceptable by the General Manager.
11

12 2.3. Exceptional qualifications can be determined by the quality of major
13 accomplishments, expertise, professional growth and leadership, and by an
14 individual's personal enhancement initiatives. These qualifications can be
15 demonstrated through the following:
16

- 17 a. Performance evaluations
 - 18 b. Professional accomplishments
 - 19 c. Professional awards/recognition
 - 20 d. Training Certificates/Certifications
 - 21 e. Academic achievements
 - 22 f. Other testimonial
- 23

24 2.4. Recruitment difficulty exists when recruitment efforts fail to produce the minimum
25 applicants needed to establish a list of eligibles (as defined by personnel rules and
26 regulations).
27

28 2.5. Recruitment announcements shall be made for at least a period totaling one month
29 and at least twice in a local news media of general circulation and/or other viable
30 means of electronic communication to include, but not limited to, internet postings.
31 Such media announcements shall be two weeks apart. All recruitment
32 announcements shall be made for no more than one month preceding the
33 submission of the request to the General Manager.
34

35
36 2.6. Internet postings for job announcements on a continuous basis may be considered
37 on a cumulative basis totaling a period of one month. Internet postings constitute
38 off-island recruitment.
39

40 **3.0 GUIDELINES:** (These guidelines are used to determine step placement in addition to
41 the qualifying factors for above step recruitment listed above.)
42

- 43 1. Minimum education and experience requirements established in the job
44 standard must first be met and are not included in the computation for an
45 above step.

- 1 2. Pending certifications, licensure, diplomas, potential performance, economic
- 2 conditions, etc. are not qualifying items for additional step placement.
- 3 3. Job related College level degrees beyond a Bachelors degree will receive
- 4 four (4) points.
- 5 4. Job related Bachelors degree beyond a High School educational requirement
- 6 will receive three (3) points.
- 7 5. Job related Associate's degree beyond a High School educational
- 8 requirement will receive two (2) points.
- 9 6. Should the applicant possess multiple degrees, he/she will receive the points
- 10 designated for the highest degree level held.
- 11 7. Should there be multiple degrees at the same level, only one degree related
- 12 to the job will be credited.
- 13 8. Job related Certificate of Completion of an Apprenticeship Program
- 14 recognized by the U.S. Department of Labor will receive two (2) points.
- 15 9. Qualifying directly related work experience:
- 16

Total years beyond the minimum requirement	Points for direct work experience beyond the minimum requirement
2 – 5 years	1
6 – 9 years	2
10-12 years	3
13-15 years	4
More than 15 years	5

- 17
- 18 ***When total years of experience include months: round down at five (5) months;**
- 19 **round up at six (6) months.**
- 20
- 21 10. Nationally recognized licensures, certifications and/or other job related
- 22 certificates as determined by organizational needs and accepted by the
- 23 General Manager may receive up to three (3) additional points.
- 24 11. The Selection Interview plays a vital part in determining a candidate's
- 25 suitability for the job. The General Manager may, pursuant to the procedures
- 26 set forth in sub-sections 4.0 and 5.0 of this Section/Chapter authorize
- 27 additional step placement based on the interview panel's recommendation up
- 28 to 4 points for candidates who performed exceptionally well during the
- 29 selection interview.
- 30

Total Points Above the Line of Demarcation for Selection Interview	Points for selection interview results
10-20 Points above the Line of Demarcation	1
21-30 Points above the Line of Demarcation	2
31-40 Points above the Line of Demarcation	3
41 or more Points above the Line of Demarcation	4

1
2 Each point factor has a direct correlation to the step placement of each position's assigned
3 pay grade in accordance with the pay schedule in effect.
4

5 **4.0 DISCRETIONARY APPROVAL:**
6

7 The General Manager at his discretion may grant additional step placement beyond the
8 formulated criteria based upon organizational needs and demands, insufficient labor
9 pool, documented superior past performance or other contributory factors acceptable by
10 the General Manager. Additional step placement under this section must be justified in
11 writing. The General Manager may designate the respective hiring division manager to
12 justify additional step placement.
13

14 **5.0 REQUEST TO RECRUIT ABOVE THE MINIMUM STEP shall include the following**
15 **information:**
16
17

- 18 5.1. The request for recruitment above step shall come through the General Manager for
19 submission to the CCU for approval.
20 5.2. Identifying information about the candidate and the position to be filled.
21 5.3. Demonstration of qualifications above the required minimum set by the job
22 standard/announcement.
23 5.4. Justification for salary being requested. Justifications must include information of
24 the applicant's current salary. The applicant must inform the Authority in writing a
25 salary minimally acceptable for the job.
26 5.5. The candidate is advised before being hired that Step 1 will be the normal pay rate
27 of employment pending the General Manager's approval of additional step
28 placement.
29

30 **6.0 MISCELLANEOUS PROVISIONS:**
31

- 32 6.1. The effective date of the additional step placement rate is the General Manager's
33 date of approval of such rate.
34 6.2. No additional step placement will be considered after ten (10) working days of the
35 incumbent's date of hire, except for just cause as determined by the General
36 Manager.
37 6.3. All documentation for consideration of step placement must be submitted to the
38 Human Resources Division within ten (10) working days of the incumbent's date of
39 hire.
40 6.4. In accordance with Chapters 8 and 14 of Title 12 of the Guam Code Annotated, the
41 Consolidated Commission on Utilities (CCU) determines the compensation of the
42 General Manager, Chief Financial Officer, Assistant General Manager, Comptroller,
43 Attorney, Treasurer and Secretary positions.
44
45

1 **Section 3. Compensation.**
2

3 A Section 15.17 of GPA’s Personnel Rules and Regulations and a Chapter
4 5.200 is hereby added to GWA’s Personnel Rules and Regulations to read:

5
6 **COMPENSATION OF CERTIFIED, TECHNICAL, AND PROFESSIONAL EMPLOYEES**
7

8 **1.0 AUTHORITY.** Pursuant to 12 G.C.A. §8104(13) [**12 G.C.A. §14104(m) for GWA**],
9 the Authority is authorized to adopt rules and regulations governing the compensation of
10 the Authority’s Certified, Technical, and Professional Employees. This Compensation
11 Policy and the following rules and procedures shall only apply to the Certified, Technical,
12 and Professional Employees of the Authority. Compensation for all other personnel shall
13 remain consistent with compensation plans and pay scales as determined by law.
14

15 **2.0 COMPENSATION POLICY**
16

17 a. Certified, Technical, and Professional Employee compensation shall be based on
18 internal equity and external competitiveness.
19

20 b. To the extent practical, compensation will be targeted at the U.S. National
21 Average levels compared to the appropriate labor markets and account taken of the
22 relevant economic factors.
23

24 c. Internal equity should be reviewed annually and external competitiveness at least
25 every three (3) years.
26

27 d. Compensation structures and administrative policies should also recognize and
28 reward individual employees commensurate with performance.
29

30 e. All aspects of compensation (base salaries, benefits, pay differentials, and other
31 factors) will be considered as a total reward and incentive package for employees and shall
32 be consistent and uniformly administered through the Authority.
33

34 f. A program of ongoing communications and training shall be a critical component
35 of compensation administration.
36

37 **3.0 ADMINISTRATION.** The Consolidated Commission on Utilities (CCU) shall approve
38 a unified pay scale for the Authority’s Certified, Technical, and Professional Employees that
39 has been developed by the General Manager using the following process:
40

41 a. Position Classification, Compensation, and Benefits Study. The General
42 Manager shall complete a Position Classification, Compensation, and Benefits Study for
43 every Certified, Technical, and Professional position in the Authority. The study shall
44 include the following:
45

1 1. A Job Analysis and Job Evaluation. This analysis and evaluation must use
2 a systematic process of assessing the relative size and importance of Certified, Technical,
3 and Professional positions in the Authority. The Job evaluation must provide a structured
4 approach to assessing the relative worth of each Certified, Technical, and Professional
5 Position. It must use measurement factors universally applicable across all sectors of
6 industry, commerce, and government.
7

8 2. Compensation Structuring. This shall incorporate the compensation
9 policy set forth in paragraph 1 above. The compensation structure shall be in the form of a
10 unified pay scale for Certified.
11

12 3. Pay Incentive Development.
13

14 4. Implementation Plan.
15

16 b. Approval of Unified Pay Scale and Implementation Plan. The General Manager
17 shall petition the CCU for approval of the unified pay scale developed from the Position,
18 Classification, and Benefits Study as follows:
19

20 1. The Petition shall include:
21

22 (a) The unified pay scale.
23

24 (b) The Position, Classification, and Benefits Study justifying the
25 unified pay scale.
26

27 (c) The Implementation Plan
28

29 2. The petition shall be posted on the Authority's website for ten (10) days
30 (Saturdays, Sundays, and government of Guam holidays excepted) and a notice of posting
31 shall be sent to each newspaper of general circulation and broadcasting station which airs
32 a regular local news program on Guam. After the posting, the General Manager shall
33 forward the petition, along with evidence of his or her compliance with notice of posting
34 requirements, to the CCU.
35

36 3. The CCU may approve, disapprove, or amend the unified pay scale at
37 any regularly scheduled meeting.
38
39
40

41 **Section 4. Performance Appraisal For Employees in Certified,**
42 **Technical, and Professional Positions:** A new Subsection 11.00A and Chapter 10.000C
43 is hereby added to GPA's and GWA's Personnel Rules and Regulations, respectively, to
44 read:
45

1 **PERFORMANCE APPRAISAL FOR CERTIFIED, TECHNICAL, AND PROFESSIONAL**
2 **EMPLOYEES**

3
4 **1.0 PURPOSE:**

5
6 It shall be the policy of the Guam Power Authority and the Guam Water Works Authority
7 to ensure that formal and informal performance appraisal processes are developed and
8 implemented for ***certified, technical and professional*** positions.
9

10 **2.0 OBJECTIVE:**

11
12 The objectives of this policy are to:

- 13
14 a. establish a process whereby the work performance of each employee can be
15 informally evaluated on an ongoing basis;
16 b. establish standards for quality and quantity of work;
17 c. provide a formal review of each employee's work performance on a six (6)
18 month, twelve (12) months, eighteen (18) months, or twenty-four (24) months
19 basis;
20 d. improve individual performance;
21 e. identify specific requirements for training and development of employees;
22 f. strengthen supervisor/employee relationships;
23 g. grant or deny salary increments;
24 h. recognize employee accomplishments;
25 i. determine order of layoffs;
26 j. grant or deny permanent appointment to a probationary employee;
27 k. determine eligibility for promotions or transfers;
28 l. determine whether disciplinary action is warranted.
29
30
31

32 **3.0 SUPERVISOR RESPONSIBILITIES:**

33
34 The individual doing the performance review shall be the supervisor immediately
35 responsible for the employee's work. The evaluator shall be the person who directly
36 oversees, reviews and checks the daily work performance of the employee being rated
37 or is the supervisor who is closely acquainted with the employee's work. Supervisors
38 may submit a performance appraisal for an employee during any single rating period
39 provided the employee has worked for ninety (90) calendar days during that period.
40

41 **4.0 PERIOD COVERED:**

42
43 4.1. Supervisors shall evaluate and submit the employee's work performance for the
44 following periods:
45

- a. six (6) months for probationary employees;
- b. every twelve (12) months of service for employee's in pay steps 1 through 7;
- c. every eighteen (18) months of service for employee's in pay steps 7 through 10;
and
- d. every twenty-four (24) months of service for employee's in pay steps 10 through 20.

4.2. Submittal of performance appraisal reports must be prepared and submitted for processing no sooner than thirty (30) days prior to the above periods.

5.0 SALARY INCREMENT:

A salary increment shall be subject to satisfactory performance, which shall be a minimum of a one-step increase.

6.0 PROBATIONARY PERFORMANCE APPRAISAL:

6.1. Certified, Technical, or Professional Employees in the classified service shall serve a probationary period of six (6) months. An extension of up to six (6) additional months may be granted. The division manager must justify in writing to the General Manager stating specific reasons for the request for extension based on the duties and responsibilities associated with the employee's current position description and job standard. No extension beyond the additional six (6) months may be granted.

6.2. Employees in the unclassified service where no specific term of appointment or employment is specified shall be at the pleasure of the General Manager or the Consolidated Commission on Utilities (CCU).

6.3. An employee so dismissed has no recourse to file a grievance or appeal his/her termination unless the termination is a result of discrimination.

7.0 APPROVAL OF PERFORMANCE APPRAISAL:

A division manager shall make, on a 6 month, 12 month, 18 month, or 24 month basis, as appropriate, a written recommendation to the General Manager regarding the performance appraisal of every employee. The General Manager shall make a final performance appraisal accepting or rejecting said recommendation and make the corresponding salary adjustments.

8.0 APPEALS:

8.1 Purpose: This procedure outlines the responsibilities and procedures to be followed by management and employees in handling performance rating

1 appeals.

2
3 8.2 Coverage: Certified, Technical, and Professional Employees covered in this
4 procedure are those employees who have satisfactorily completed their original
5 and new probationary period and have attained permanent status in the
6 Authority. Such Certified, Technical, and Professional Employees who believe
7 they are unjustly rated may request for re-determination of their performance
8 ratings. Original probationary period performance ratings are not appealable
9 under this procedure.

10
11 8.3 Representation: An employee has the right to present an appeal with or without
12 representation. He or she also has the right to be accompanied, represented,
13 and advised by a representative of his choice at any step of the appeal
14 proceeding.

15
16 8.4 Freedom from Reprisal or Interference: An employee and his representative
17 shall be free to appeal a performance rating without restraint, interference,
18 coercion, discrimination, or reprisal.

19
20 8.5 Management's Responsibility for Timely Action: Management shall expedite
21 the processing of an appeal and shall abide by the allotted time. Failure to
22 render a decision within the allotted time at any step constitutes denial, and the
23 employee may then proceed to the next step of the appeal procedure.

24
25 8.6 Informal Appeal Procedure – General Manager

26
27 8.6.1 The Certified, Technical, or Professional Employee who believes that
28 he or she was unjustly rated shall bring the matter to the attention of
29 his immediate supervisor not later than five (5) work days after he was
30 notified of his or her performance evaluation rating by his or her
31 supervisor. The employee may present his or her informal appeal
32 either orally or in writing to the General Manager or his or her
33 representative.

34
35 8.6.2 A review of the rating shall be afforded the employee by the rate and/or
36 higher-level supervisor. Settlement of aggrieved matters is
37 encouraged at the lowest possible administrative level and in the
38 shortest possible time. The employee shall be notified of the decision
39 not later than five (5) workdays after presentation of his informal
40 appeal to his or her General Manager, or the General Manager's
41 designated representative.

42
43 8.6.3 If the employee's concerns are not resolved, or that a decision is not
44 issued within five (5) work days, the employee may file a formal appeal

1 to a Performance Rating Board of Review appointed by the
2 Consolidated Commission on Utilities (CCU)
3

4 8.7 Formal Appeal Procedure – Performance Rating Board of Review:
5

6 8.7.1 When the decision of the General Manager fails to satisfy the
7 employee, the employee may file a formal appeal to the CCU. The
8 appeal shall be in writing to the Chairman of the CCU and filed within
9 five (5) workdays after the appellant receives the General Manager's
10 decision.
11

12
13 8.7.2 A Performance Rating Review Board of Review shall be appointed by
14 the CCU and shall consist of three members, who are Certified,
15 Technical, or Professional Employees in the classified service, of
16 which one shall be the same position level as the appellant, one shall
17 be at the managerial level, and a designated Staff Attorney who shall
18 serve as the hearing officer. Board members shall not be from the
19 same section, department, or division where the appellant is employed.
20

21 8.7.3 The Board shall conduct its first hearing within five workdays of its
22 appointment. The Board shall complete the investigation and conduct
23 the final hearing not later than ten (10) workdays from the date the
24 Board convened. The Board shall give notice of hearings and shall
25 provide all pertinent documents related to the appeal to the appellant,
26 his representative, the rater, and all other parties concerned. The
27 conduct of the hearing shall be consistent with the opportunity to
28 present all information necessary to decide the merits of the appeal.
29 Both oral and written information which the Board considers pertinent
30 may be given, as well as any other information the Board requests
31 concerning the appeal.
32

33 8.7.4 The Hearing Officer shall preside and rule on all questions and conduct
34 of the hearing during the proceedings. Board members shall consider
35 the case and vote objectively. They shall give consideration to the
36 merits of the case and secure all necessary information. They shall
37 encourage a harmonious relationship between employees and
38 supervisors during the proceedings of the Board. All members of the
39 Board shall be present at all times during hearings and shall participate
40 in decisions. Hearings shall be recorded and summarized in writing.
41

42 8.7.5 When all pertinent information in an appeal has been presented to the
43 Board, the Board shall render a decision by majority vote. The Board
44 may either amend the performance rating, or sustain the rating without
45 change. When an amendment is made by the Board, to the

1 performance rating, that amended rating shall not be lower than the
2 original rating. The Board shall make its decision within five (5)
3 workdays of the final hearing. The Board's decision shall be in writing
4 with the hearing officer's signature. The decision shall contain a brief
5 summary of the facts on which the Board based its decision. The
6 written decision shall be sent immediately to the appellant and signed
7 copies forwarded to the General Manager.
8

9 8.7.6 When the General Manager receives a Board decision amending the
10 employee's rating, the General Manager shall immediately substitute
11 the original rating for the amended rating. The General Manager must
12 reconsider administrative actions based on the original rating for the
13 amended rating. The General Manager must reconsider administrative
14 actions based on the original rating and re-determine and adjust those
15 administrative actions to conform to the amended rating.
16
17

18 **Section 5. Disciplinary Action For Employees in Certified, Technical,**
19 **and Professional Positions:** A new Subsection 18.00A and Chapter 11.200C is hereby
20 added to GPA's and GWA's Personnel Rules and Regulations, respectively, to read:
21

22 **DISCIPLINARY ACTION FOR CERTIFIED, TECHNICAL, AND PROFESSIONAL**
23 **EMPLOYEES**
24

25 **1.0 STATEMENT OF POLICY:** This Section/Chapter sets forth the guidelines and
26 procedures by which the General Manager may suspend, demote, or dismiss a permanent
27 Certified, Technical, or Professional employee. Further, this Section/Chapter sets forth the
28 Appeal Procedures that shall only apply to the Authority's Certified, Technical, and
29 Professional Employees in the Classified Service. Finally, the procedures and rules
30 governing the Consolidated Commission on Utilities (CCU) hearing and deciding the
31 Adverse Action Appeals of the Authority's Certified, Technical, and Professional Employees
32 in the Classified Service shall only be applicable if the CCU and the Civil Service
33 Commission of the Government of Guam (CSC) have not mutually consented to hear all
34 the Adverse Action Appeals of the Authority's Certified, Technical, and Professional
35 Employees in the Classified Service pursuant to 4 G.C.A. §4403(h).
36
37

38 **2.0 COVERAGE:** This Section/Chapter shall apply to all permanent classified employees
39 in who hold certified, technical and professional positions.
40

41 **3.0 SCOPE:** For the purpose of this chapter, the term "dismissal" shall not be interpreted
42 to include:
43

44 3.1 Actions taken by the General Manager referenced in the Section/Chapter on
45 RESIGNATION AND TERMINATION; or

1
2 3.2 Action taken by the General Manager in the termination of services of an original
3 probationary employee
4

5 **4.0 EMPLOYEE DISCIPLINE:**
6

7 4.1 Responsibility for Discipline. The General Manager derives its authority and
8 responsibility for employee discipline under the provisions of 4 G.C.A. §4105.
9

10
11 **5.0 JOB PROTECTION PROCEDURES IN EMPLOYEE DISCIPLINE ACTIONS**
12

13 5.1 All levels of supervision and management share the responsibility for strict
14 adherence to employee's job protection rights and considerations including:
15

16 5.1.1 The right to reply to the notice of a proposed adverse action that may result in
17 a suspension, demotion, or dismissal.
18

19 5.1.2 The right to reply to the notice of a proposed adverse action and careful
20 consideration of any reply.
21

22 5.1.3 The right to appeal to the Consolidated Commission on Utilities (CCU) as
23 provided in the CCU Procedural Rules relative to Appeals of Adverse Actions
24

25 **6.0 ADVERSE ACTION PROCEDURES**
26

27 6.1 An employee must be given the final notice and statement of the charges,
28 pursuant to 4 G.C.A. §4406, no later than sixty (60) days after management
29 knew, or should have known the facts or events which form the alleged basis
30 for the adverse action.
31

32 6.2 An employee covered by the adverse Action Procedures may be suspended
33 for not more than thirty (30) work days as the result of a single adverse action,
34 nor may an employee be suspended for more than a total of sixty (60) work
35 days in a calendar year, as a result of multiple adverse actions taken by any
36 one department or agency. Employees on a twenty-four (24) hour on and
37 twenty-four (24) hour off employment basis, shall not be suspended for more
38 than ten (10) work days, or an equivalent of two-hundred-forty (240) work
39 hours as a result of a single adverse action, nor may suspension be more than
40 a total of twenty (20) work days (480 work hours) in a calendar year as a result
41 of multiple adverse actions.
42

43 6.3 Copies of the adverse action rules and appeal procedures should be made
44 available upon request by the employee.
45

1 **7.0 DEFINITIONS**

2
3 7.1 Suspension- The temporary removal of an employee from his position with loss
4 of pay as a disciplinary measure.

5
6 7.2 Demotion – The involuntary reduction in status of an employee for disciplinary
7 reasons from a position which he occupies in a specific class, to a position in
8 another class, where the maximum rate of pay is less than the maximum rate of
9 pay for the class which he had held, or a reduction to a lower salary step in the
10 same class.

11
12 7.3 Dismissal – The termination of an employee for any authorized cause of
13 adverse action.

14
15 7.4 Days – Refers to calendar days unless otherwise specified.

16
17 **8.0 AUTHORIZED CAUSES FOR ADVERSE ACTION**

18
19 The General Manager or his or her designee may remove an employee for such
20 misconduct which affects the efficiency of the service. The authorized causes for adverse
21 actions include, but are not limited to the following:

22
23 8.8 Fraud in securing appointment.

24
25 8.9 Refusal or failure to perform prescribed duties and responsibilities.

26
27 8.10 Insubordination.

28
29 8.11 Intoxication while on duty or the unauthorized possession, use or sale of
30 alcohol on duty or while on or in authority property.

31
32 8.12 The unlawful use, possession, or sale of illicit drugs.

33
34 8.13 Unauthorized absence.

35
36 8.14 Conviction of a crime.

37
38 8.15 Discourteous treatment to the public or other employees.

39
40 8.16 Political activity prohibited by law.

41
42 8.17 Misuse or theft of government property.

43
44 8.18 Refusal to take and subscribe to any oath or affirmation which is required by
45 law in connection with employment.

- 1
2 8.19 Acts prohibited by 4 G.C.A. §9102 relating to strikes against the government.
3
4 8.20 Acts of prohibited discrimination to include sexual harassment.
5
6 8.21 Failure to comply with the Drug-Free Workplace Program or Policy.
7
8 8.22 Any violation of the Authority's Code of Conduct as set forth in the Authority's
9 Personnel Rules and Regulations.
10
11 8.23 Failure to report being charged with, or being convicted of a crime.
12
13 8.24 Other misconduct not specifically listed.

14 **9.0 EMPLOYEES COVERED**

15 All Certified, Technical, or Professional Employees in the classified service are covered by
16 these rules, except the following:
17

- 18
19 9.1 Contract employees whose contracts are not renewed upon expiration.
20
21 9.2 Probationary employees serving original appointment.
22
23 9.3 Employees on limited-term, temporary, seasonal, intermittent, part-time,
24 provisional, or only for a specific project.
25
26 9.4 Unclassified or Exempt Employees.
27

28 **10.0 ADVERSE ACTIONS COVERED**

29 10.1 These rules apply to the following adverse actions:
30

- 31 10.1.1 Suspension
32
33 10.1.2 Demotion (disciplinary action)
34
35 10.1.3 Dismissal
36
37

38 10.2 The use of any combination of the adverse actions listed for the same offense
39 is prohibited.
40

41 **11.0 NOTICE OF PROPOSED ADVERSE ACTION**

42 An employee against whom adverse action is sought is entitled to immediate written notice
43 stating any and all reasons, specifically and in detail, for the proposed action. The written
44
45

1 notice must make it clear that it concerns only proposed action and not a matter already
2 decided. The notice may also order the employee to report to the General Manager at a
3 specific date, time, and place to receive the General Manager's final decision concerning
4 the proposed action.

5 6 **12.0 EMPLOYEE'S ANSWER**

7
8 An employee is entitled to seek reconsideration of the proposed adverse action by
9 answering any charges within ten (10) days after receipt of the notice; the answer may be
10 made orally, in writing, or both. The General Manager shall be available to meet with the
11 employee at the designated date and time. The General Manager may designate a
12 committee to hear the employee's answer. The employee may be represented by a person
13 of his or her choice. The General Manager must consider the employee's answers to the
14 charges in the proposed adverse action notice. If the employee fails to answer during the
15 notice period, the employee's inaction shall be construed as answer, and the General
16 Manager may proceed with the adverse action upon expiration of the notice period.

17 18 **13.0 SUSPENSION DURING NOTICE PERIOD**

19
20 13.1 An employee against whom adverse action is proposed, must be retained in
21 active duty status during the notice period; however, in an emergency
22 situation, an employee may be immediately suspended during the notice
23 period, under the following conditions:

24
25 13.1.1 The continued presence of the employee may interfere with the
26 efficient operation of the Authority, or the health or safety of the
27 employee or others.

28
29 13.1.2 Suspension is necessary to eliminate the possibility of deliberate
30 damage to equipment, property, or important documents.

31
32 13.1.3 The employee's absence without authorized leave prevents the
33 issuance of notice of proposed adverse action and the Authority's
34 attempt to contact the employee was unsuccessful.

35
36 13.2 Suspension under this section is a separate adverse action and is appealable
37 to the CCU within twenty (20) days of the effective date of the immediate
38 suspension.

39
40 13.3 If the CCU sustains the Authority's action in suspending the employee during
41 the notice period, the number of days of suspension under this section shall be
42 considered part of the final disciplinary penalty and in no case, shall the final
43 days of the suspension be more than thirty (30) work days.

44 45 **14.0 LEAVE PENDING INVESTIGATION**

1 In cases requiring investigation of allegations against an employee involving
2 misappropriation of Authority funds or property, mistreatment of persons on or in Authority
3 property, or acts which constitute a crime, the General Manager may authorize the
4 employee an administrative leave of absence with pay for up to twenty (20) work days. The
5 administrative leave may be terminated by the General Manager by giving the employee
6 twenty-four (24) hours written notice.

8 **15.0 EMPLOYMENT STATUS DURING IMPRISONMENT**

10 15.1 An employee who is incarcerated pending disposition of a case by the court,
11 and who does not have accrued annual leave, may be granted leave without
12 pay at the discretion of the General Manager, if the employee requests to be
13 placed on leave without pay status. If the employee does not request to be
14 placed on annual leave or leave without pay, such employee shall be absent
15 without leave.

17 15.2 When, the employee is released from incarceration or imprisonment, the
18 General Manager shall determine whether the employee will return for duty, or
19 whether to take adverse action against an employee so imprisoned. Nothing
20 in this Section shall preclude the General Manager from taking adverse action
21 against an employee during imprisonment.

23 **16.0 FINAL NOTICE OF ADVERSE ACTION**

25 16.1 An employee is entitled to written notice of the Authority's decision within ten
26 (10) days after receipt of the employee's answer to the charge(s). The
27 decision shall be made by the General Manager and shall be delivered to the
28 employee at, or before the time the action will be made effective. The notice
29 shall be in writing; be dated; state the specific facts found upon which such
30 action is based; inform the employee of his right to appeal to the CCU, or the
31 CSC if mutual consent is given, pursuant to 4 G.C.A. §4403(h) (As amended
32 by P.L. 28-113:4), by the CCU and the CSC for the CSC to hear an
33 employee's adverse action appeal; and, inform the employee of the time limit
34 of twenty (20) days within which an appeal may be submitted as provided by
35 the CCU Hearing Procedures for Adverse Action Appeals or the CSC Hearing
36 Procedures for Adverse Actions Appeals if the appeal shall be heard by the
37 CSC.

39 16.2 In the event the General Manager cannot locate the employee, the Notice of
40 Proposed Adverse Action or the Notice of Final Adverse Action shall be sent
41 certified mail, to the employee's last known address.

43 **17.0 SERVICE OF THE PROPOSED AND FINAL NOTICES OF ADVERSE ACTION**

1 The Proposed and Final Notices of Adverse Action shall be personally served upon the
2 employee. In the event the General Manager cannot locate the employee, after reasonable
3 efforts have been made to locate the employee, service of the Proposed or Final Notices
4 may be made by leaving the Notice at the employee's dwelling or usual place of abode with
5 some person of suitable age and discretion residing therein, or by mailing the Notice to the
6 employee at the last known address. Service by mail is complete upon mailing.
7

8 **18.0 OFFENSES AND RANGE OF PENALTIES FOR OFFENSES**

9

10 The offenses and the range of penalties for offenses, and their guidelines, for Certified,
11 Technical, and Professional employees in the classified service shall be the same as the
12 offenses and the range of penalties for offenses and their guidelines for all employees in
13 classified service as set forth in the Authority's Personnel Rules and Regulations.
14

15 **19.0 REPRIMANDS**

16

17 19.1 In as much as a reprimand is not an adverse action under these rules, a
18 management official need not apply the Adverse Action Procedures.
19

20 19.2 Reprimands shall not remain in an employee's personnel file for more than
21 one year.
22

23 **20.0 REPORTING OF CRIMINAL CHARGE OR CONVICTION**

24

25 Employees shall advise the General Manager, in accordance with P.L. 28-122, of any of
26 any criminal charge made against the employee or any crimes the employee is convicted of
27 in a prompt manner.
28

29 **21.0 RECORDS OF ADVERSE ACTIONS**

30

31 The Final Notice of Adverse Action issued shall be made a part of the affected employee's
32 official personnel records.
33

34 **22.0 CCU RULES OF PROCEDURES FOR ADVERSE ACTION APPEALS:** These
35 procedures and rules governing the CCU hearing and deciding the Adverse Action Appeals
36 of the Authority's Certified, Technical, and Professional Employees in the Classified Service
37 shall only be applicable if the CCU and the CSC have not mutually consented to hear all
38 the Adverse Action Appeals of the Authority's Certified, Technical, and Professional
39 Employees in the Classified Service pursuant to 4 G.C.A. §4403(h).
40

41 **RULE 1 JURISDICTION**

42

1 The CCU is empowered to create these Rules pursuant to 12 G.C.A. §8104(13) for the
2 Guam Power Authority (GPA) and pursuant to 12 G.C.A. §14104(m) for the Guam
3 Waterworks Authority (GWA).
4

5 **RULE 2 PURPOSE**

6
7 The purpose of these Rules is to create a fair process with which to adjudicate Adverse
8 Action Appeals (hereafter referred to as an "action").
9

10 **RULE 2.1 UNREPRESENTED PARTY**

11
12 The CCU shall adjust the application of these Rules for any party who is not represented by
13 a lawyer or a lay representative when it is clear there is a genuine misunderstanding of a
14 rule(s) which, if applied, would operate unfairly.
15

16 **RULE 3 CITATION**

17
18 These Rules may be cited as CCU Rules of Procedure for Adverse Actions Appeals, and
19 then the term "Rule" and number.
20

21 **RULE 4 CITATION TO LAWS AS RULES**

22
23 Many of these Rules paraphrase existing laws. For example, Rule 5.2 states that an
24 appeal from an adverse action must be taken within twenty (20) days from the
25 effective date of the action. 4 G.C.A. §4406 establishes the twenty (20) day period by
26 law.
27

28 **RULE 4.1**

29
30 The reason certain laws are paraphrased as Rules is that Employees against whom
31 adverse actions are taken are generally given a copy of these Rules by Management or
32 have these Rules available. The CCU believes it important to inform Employees of laws
33 critical to their appeal by including some of these laws in these Rules. When a Rule is
34 related to a law, a citation to the law shall be included.
35

36 **RULE 5 RIGHT TO APPEAL**

37
38 A person may appeal an adverse action to the CCU, if the person meets all of the following
39 criteria:
40

- 41 A. Is a permanent, Certified, Technical, and Professional Employee in the
42 classified service, and
- 43
- 44 B. Has successfully completed his or her probationary period, and

1
2 C. Is subjected to an Adverse Action, and

3
4 See: 4 G.C.A. §4403(b)

5
6 **RULE 5.1 ADVERSE ACTION**

7
8 An adverse action is a termination from employment, or a suspension from employment or
9 a demotion in employment.

10 See: 4 G.C.A. §4403(b)

11
12 **RULE 5.2 TIME FOR FILING APPEAL**

13
14 An appeal from an adverse action must be filed in writing with the CCU or its designee,
15 during normal working hours, within twenty (20) days of the employee's receipt of the Final
16 Notice of Adverse Action from Management. If the Employee willfully evades service of the
17 Final Notice of Adverse Action, the twenty (20) day period referred to above begins to run
18 on the day the Employee first willfully evades service. The term "**service**" is defined in
19 Rule 6. "**Filed**" means given to the CCU or its designee and received by the CCU or its
20 designee. A document may be filed by facsimile, registered mail or by personal delivery.
21 See: 4 G.C.A. §4406.

22
23 **5.2.1 FILING PAST THE TWENTY (20) DAY PERIOD**

24
25 The CCU may excuse the filing of a Notice of Appeal beyond the twenty (20) day period if
26 the Employee proves a compelling reason for his failure to timely file.

27
28 **5.2.2 COMPUTATION OF TIME**

29
30 Whenever these Rules or orders of the CCU provide for a time period of ten (10) or less
31 days, weekends and government of Guam holidays are not to be included in the
32 computation. Whenever these Rules provide for a time period over ten (10) days,
33 weekends and government of Guam holidays are to be included in the computation. The
34 first day of a time period commences with the day after a party receives a document or
35 order which contains a time period.

36
37 **RULE 5.3 CONTENTS OF APPEAL**

38
39 The Notice of Appeal shall be in the following format:

40
41 **GUAM**
42 **CONSOLIDATED COMMISSION ON UTILITIES**
43
44

1 (Name of Employee)

ADVERSE ACTION # _____

2 **EMPLOYEE**

3 vs.

5 (Name of Department/Agency)

NOTICE OF APPEAL

6 **MANAGEMENT**

8 [INSERT TEXT OF APPEAL]

10 **RULE 5.3.1 CONTENTS**

11
12 The Notice of Appeal shall be a brief, plain statement, either typed or hand written, stating
13 why the Employee believes the adverse action should not have been taken against him.
14 The parties to an adverse action appeal are to be identified as the **EMPLOYEE** and as
15 **MANAGEMENT**. The Employee and Management to an action are collectively referred to
16 as the "parties".

18 **RULE 5.3.1 CONTENTS**

19
20 A Notice of Appeal shall be a brief, plain statement, either typed or hand written, stating
21 why the Employee believes the adverse action should not have been taken against him or
22 her. The parties to an adverse action are to be identified as the **EMPLOYEE** and as
23 **MANAGEMENT**. The Employee and Management to an action are collectively referred to
24 as the "parties."

26 **RULE 5.3.2 AMENDMENT OF NOTICE OF APPEAL**

27
28 A Notice of Appeal may be amended by the Employee without permission of the CCU, if it
29 is amended within fifteen (15) days after the date it was originally filed. An Amendment
30 after fifteen (15) days shall be made by motion.

32 **RULE 5.4 RIGHTS OF EMPLOYEE WHO FILES AND APPEAL**

34 The Employee shall:

- 35
- 36 a. Have a reasonable time to prepare his case if on duty; and
 - 37
 - 38 b. Have the right to be represented by an attorney, another person who is not
 - 39 an attorney, or represent himself; and
 - 40
 - 41 c. Not suffer from Management any restraint, coercion, discrimination or
 - 42 reprisal for filing an appeal of an adverse action, either during the appeal process or after it
 - 43 has been adjudicated.
 - 44

45 **RULE 6 SERVICE OF DOCUMENTS**

1
2 All documents filed with the CCU, except for the Final Notice of Adverse Action and the
3 Notice of Appeal, shall be served by the parties on each other or to the other's
4 representative or lawyer. Service means giving a copy of a document to a party, a party's
5 representative or lawyer.
6

7 **RULE 6.1 HOW SERVICE IS PERFORMED**

8
9 Service may be made by the parties and CCU or its designee as follows:

- 10
11 a. Personal delivery, with a copy of the document acknowledged in
12 writing to have been received; or
13
14 b. By facsimile to a representative's or attorney's place of business with a
15 confirmed receipt; or
16
17 c. Regular mail with supporting affidavit as to the date of mailing; or
18 certified mail with a signed return receipt; or
19
20 d. By any method of service established by the Superior Court of Guam's
21 Rules of Civil Procedure.
22

23 **RULE 7 CONFERENCES**

24
25 **RULE 7.1 STATUS CALL CONFERENCE**

26
27 Upon receipt of a Notice of Appeal, the CCU or its designee shall immediately set the
28 matter for a Status Call Conference. The Status Call Conference shall be conducted by
29 Administrative Counsel designated by the CCU. The Administrative Counsel shall not be
30 the Staff Attorney representing Management. At the Status Call Conference, the parties or
31 their representatives shall be prepared to discuss:
32

- 33 a. The legal issues of the action;
34
35 b. Pre-hearing motions;
36
37 c. Witnesses and documentary evidence;
38
39 d. The possibility of settlement; and
40
41 e. The date of the hearing on the merits.
42

43 **RULE 7.2 PRE-HEARING CONFERENCE**

44
45 Two (2) weeks before the hearing on the merits, the parties shall meet with the

1 Administrative Counsel at a pre-hearing conference to finalize witness lists and exhibits,
2 and to discuss stipulations or other matters that may expedite the hearing on the merits.

3
4 **RULE 8 DISCOVERY**

5
6 The Administrative Counsel shall control the nature and scope of discovery between the
7 parties, including, but not limited to, the following:

- 8
9 a. Issuing orders compelling discovery;
10
11 b. Issuing orders limiting the scope and nature of discovery;
12 c. Issuing orders establishing dates for completion of discovery; and
13
14 d. Issuing protective orders regarding discovery.

15
16 **RULE 8.1**

17
18 Any order regarding discovery that is issued by the Administrative Counsel is subject to
19 review by the CCU. A party may request such a review by filing an appropriate motion with
20 the CCU within forty-eight (48) hours (holidays and weekends excluded) of receipt of the
21 order. See 4. G.C.A. §4406.

22
23 **RULE 9 PRE-HEARING MOTIONS**

24
25 The moving party bears the burden of proof on motions by a preponderance of the
26 evidence. The parties shall file any motion regarding procedural issues or questions of law
27 prior to the hearing on the merits. All pre-hearing motions must be in writing and must be
28 filed and then served on all other parties.

29
30 **RULE 9.1 ARGUMENTS ON MOTIONS**

31
32 The CCU may or may not hear oral arguments on written motions. The CCU may rule on a
33 motion without hearing arguments.

34
35 **RULE 9.1.1 ISSUES RAISED BY THE COMMISSION**

36
37 Any Commissioner may, at any time, raise issues not raised by motion of the parties. Upon
38 a majority vote of the CCU, such issues must be addressed by the parties and decided by
39 the CCU.

40
41 **RULE 9.2 MOTION FILING SCHEDULE SCHEDULE**

42
43 Unless otherwise predetermined by an order, the moving party must file and serve a motion
44 thirty (30) days before the hearing on the merits. A motion may be supported by affidavits,
45 but no live testimony shall be taken at a motion hearing unless a written request from a

1 party is approved by the Administrative Counsel within five (5) days after the opposition
2 brief is filed.

3
4 Unless otherwise predetermined by a discovery order, the opposition brief shall be filed ten
5 (10) days before the hearing on the motion.

6
7 No reply briefs shall be filed unless with the written approval of the Administrative Counsel.

8
9 **RULE 9.3 FAILURE TO TIMELY FILE**

10
11 Motion documents that are not filed on time may be disregarded by the CCU or subject the
12 transgressing party or his representative to sanctions.

13
14 **RULE 9.4 MOTION TO POSTPONE HEARINGS**

15
16 A motion to continue a date of hearing shall set forth the factual basis for the motion.
17 Continuances based on illness, emergencies, or stipulation of the parties, may be granted
18 without hearing by the Administrative Counsel, if said decision may be made seven (7)
19 days before the hearing sought to be postponed.

20
21 **RULE 9.4.1 CONTINUANCES OTHER THAN IN RULE 9.4**

22
23 The Administrative Counsel is empowered to grant continuances of the date of the hearing,
24 so long as the continuance is applied for more than seven (7) days before the date sought
25 to be continued.

26
27 **RULE 9.4.2 STAYS**

28
29 The Administrative Counsel is empowered to grant “stays” of actions when a motion to stay
30 proceeding is brought by an employee on the basis that the Employee has been or may be
31 charged with a criminal offense which arises from the same factual transaction which is the
32 basis of the adverse action.

33
34 **RULE 9.5 MOTIONS TO DISMISS**

35
36 Motions to dismiss an adverse action appeal may be made on the bases of lack of
37 jurisdiction, untimely filing of the appeal, procedural defects in the proceeding or other
38 significant reasons. The legal and factual bases of such motions must be sufficiently set
39 forth in the motion and supporting affidavits. A motion to dismiss may also be made upon
40 stipulation of the parties. A stipulated motion to dismiss, however, must be approved by
41 the CCU. An Employee may dismiss his appeal with prejudice by filing a written motion to
42 dismiss which must be signed by the Employee and his representative or attorney. The
43 Parties may settle an action, but any settlement must be approved by the CCU before the
44 action is dismissed with prejudice.

1 **RULE 9.6 MOTION TO ALLOW HEARING IN THE ABSENCE OF THE**
2 **EMPLOYEE**

3
4 The CCU may dismiss an appeal if the Employee is not present for the hearing on the
5 merits, unless the Employee has a reasonable excuse. A motion to permit an Employee to
6 be absent from the hearing on the merits shall set forth the factual basis for the motion.
7 The CCU may require affidavits in support of the motion.
8

9 **RULE 10 SUBMISSION OF DOCUMENTS FOR INTRODUCTION**
10 **INTO EVIDENCE**

11
12 **RULE 10.1 TIME FOR SUBMISSION OF DOCUMENTS**

13
14 No later than seven (7) days before a hearing on the merits or a motion hearing, each party
15 shall submit to the CCU all documents it wishes the CCU to consider.
16

17 **RULE 10.1.1**

18
19 Management shall submit to the CCU the Notice of Proposed Adverse Action and the
20 Notice of Final Adverse Action.
21

22 **RULE 10.1.2**

23
24 Employee shall submit to the CCU the Notice of Appeal of Adverse Action.
25

26 **RULE 10.2 DOCUMENTS TO BE BOUND**

27
28 The documents shall be bound into a binder. Each document shall be indexed and tabbed.
29 Press-guard or other inexpensive binders are sufficient.
30

31 **RULE 10.2.1**

32
33 Management shall identify its documents using consecutive letters of the alphabet.
34

35 **RULE 10.2.2**

36
37 Employee shall identify his documents using consecutive numbers.
38

39 **RULE 10.2.3**

40
41 Each party shall submit seven (7) copies of their binders to the CCU.
42

43 **RULE 11 HEARING ON THE MERITS --- BURDEN OF PROOF**

44
45 The burden of proof on the merits is on Management to prove its allegations by a

1 preponderance of the evidence. If, however, Management's allegations would constitute
2 criminal charges, then Management bears the burden of proof to prove the allegations by
3 substantial evidence. See: 4 G.C.A. §§4407(a) and 4407(c)
4

5 **RULE 11.1 PLACE AND TIME OF HEARING**

6
7 The CCU shall set the place, date and time of hearing as expeditiously as possible.
8

9 **RULE 11.2 CONDUCT OF HEARING**

10
11 The hearing shall be open to the public.
12

13 **RULE 11.2.1**

14
15 The hearing will be conducted so as to bring out pertinent facts, including the production of
16 certain records.
17

18 **RULE 11.2.2 ADMISSIBILITY OF EVIDENCE**

19
20 Decisions on the admissibility of testimony or other evidence are made by the CCU after
21 consulting with the Administrative Counsel.
22

23 **RULE 11.2.3 OATH**

24
25 Testimony is under oath or affirmation.
26

27 **RULE 11.2.4 RIGHT TO CALL WITNESSES**

28
29 Each party shall have the right to call, examine, or cross-examine witnesses, and introduce
30 exhibits. The CCU may subpoena to testify any person upon a majority vote. Any
31 Commissioner may direct relevant questions to a witness after examination of the witness
32 has been completed by both parties; except that questions may be asked during
33 examination by a Party to clarify a response by a witness.
34

35 **RULE 11.2.5 RULES OF EVIDENCE**

36
37 The Rules of Evidence, Title 6 G.C.A., shall not apply. The only grounds for excluding any
38 proffered evidence are that the evidence is irrelevant or unduly repetitious.
39

40 **RULE 11.2.6 ORDER OF PRESENTATION**

41
42 The order of presentation at the hearing shall be as follows:
43

- 44 a. Opening statement of Management;
45

- 1 b. Opening statement of Employee;
- 2
- 3 c. Presentation by Management of evidence in support of the charges;
- 4
- 5 d. Presentation by the Employee of such evidence in defense or
- 6 rebuttal;
- 7
- 8 e. Closing statement of Management;
- 9
- 10 f. Closing statement of Employee.

11
12 **RULE 11.3 WITNESSES**

13
14 Both parties are entitled to produce witnesses. Except as otherwise provided in Rule 9.6,
15 the Employee shall be in attendance without subpoena.

16
17 **RULE 11.3.1**

18
19 The CCU may call additional witnesses, as it may deem necessary, and require the
20 production of documents.

21
22 **RULE 11.3.2 SUBPOENAS**

23
24 The Chairperson of the CCU, upon his or her own initiative, or upon the request of any
25 member of the CCU, or upon the request of any party before the CCU, may summon in
26 writing any person to attend a meeting of the CCU as a witness and, in a proper case, to
27 bring with him or her any book, record, computer print-out, paper or thing which may be
28 deemed material evidence in the case. Subpoenas shall be served by the party who
29 requested the issuance of the subpoena as per Rule 6 and Rule 6.1.

30
31 **RULE 11.3.2 SUBPOENA FEES**

32
33 The fees for such attendance shall be the same as the fees of the witnesses before the
34 Superior Court, except that if the witness is a public corporation or government employee
35 no witness fee shall be given. Upon motion, the fee may be waived by the CCU. The
36 subpoena shall issue in the name of the CCU, and shall be directed to the person and
37 served in the same manner as subpoenas to appear and testify before the Superior Court
38 of Guam.

39
40 **RULE 11.3.3 DUTY STATUS**

41
42 An Employee is considered to be on duty status during the time he or she is made available
43 as a witness. Such employee is entitled to compensatory time-off if he or she serves
44 during a time he or she is not normally scheduled to work. The CCU shall furnish the
45 General Manager of the public corporation in which the witness is employed, a certification

1 showing the time devoted to the hearing. "Employee" in this section does not include the
2 parties to the appeal or their representatives.

3
4 **RULE 11.3.4**

5
6 The CCU shall ensure that all witnesses are treated with courtesy and respect while giving
7 testimony at the hearing. Management shall assure witnesses freedom from restraint,
8 interference, coercion, discrimination, or reprisal in presenting testimony. See: 9 G.C.A.
9 §5545.

10
11 **RULE 11.4 RECORD OF HEARING**

12
13 All hearings shall be audio tape recorded by the CCU. The CCU's recordings and the
14 exhibits admitted during the hearing, together with all pleading and documents filed by the
15 parties, shall constitute the official record of a hearing.

16
17 **RULE 11.4.1**

18
19 Filming, video taping or audio recording of a hearing or other proceeding before the CCU
20 by any person is permitted by the CCU only upon written motion or request.

21
22 **RULE 11.4.2**

23
24 Copies of the audio tape recording of hearings will be made available to any person at cost.

25
26 **RULE 11.5 LIMITATION IN THE SCOPE OF HEARINGS ON THE MERITS**

27
28 The scope of the hearing on the merits shall be limited to:

- 29
30 a. The issue in dispute; and
31
32 b. A review of compliance with procedural requirements for effecting an
33 adverse action;

34
35 **RULE 11.6 DELIBERATIONS**

36
37 The deliberation of the CCU regarding the merits of actions and motions shall be made
38 publicly.

39
40 **RULE 11.6.1**

41
42 In addition to the Commissioners, the Administrative Counsel and CCU Secretary, may be
43 present during deliberations, as the CCU may see fit.

44
45 **RULE 11.6.2**

1
2 The Commissioners shall have available to them during their deliberation all items received
3 into evidence in the action.

4
5 **RULE 11.6.3**

6
7 An audio tape recording of the deliberations shall be made and maintained by the CCU.
8 No minutes of the deliberation shall be made.

9
10 **RULE 11.6.4**

11
12 For good cause shown, a court of competent jurisdiction may require the CCU to produce
13 the audio tape recording of its deliberations, otherwise the audio tape recording shall
14 remain unavailable to the public.

15
16 **RULE 11.6.5**

17
18 After the CCU completes its deliberation, it shall convene in public whereupon each
19 Commissioner shall state his conclusions regarding the merits and shall cast his vote.

20
21 **RULE 11.7 DECISION**

22
23 The CCU shall decide the appeal on the basis of the evidence presented. See 4 G.C.A.
24 §4403(d) and 4406.

25
26 **RULE 11.7.1**

27
28 Except as provided in Rule 11.7.3 below, if Management proves the charges against the
29 Employee, the CCU shall sustain the adverse action.

30
31 **RULE 11.7.2**

32
33 If Management fails to prove the charges, the CCU shall revoke the adverse action.

34
35 **RULE 11.7.3 MODIFICATION OF ADVERSE ACTION**

36
37 If Management proves the charges, but the CCU finds, that because of the Employee's
38 past record or the gravity of the offense, or the facts and circumstances of the case, that
39 the adverse action should be modified, it may modify the adverse action accordingly. The
40 reasons for such modification shall be stated in the decision of the CCU. Any
41 compensation or benefits due as a result of the modification shall be restored to the
42 Employee. The CCU may not modify an adverse action to the Employee's detriment. In
43 the event the CCU modifies the adverse action taken by Management, the CCU shall make
44 a separate determination as to whether the Employee has prevailed for purposes of
45 awarding attorney fees to the Employee. See 4 G.C.A. §4406.

1
2 **RULE 11.7.4** **PROCEDURAL DEFECT**
3

4 If the CCU finds that the adverse action was procedurally defective because it violated
5 personnel rules or law, it may void or revoke the adverse action as it considers fair and
6 equitable under the facts and circumstances of the action.

7 See: 4 G.C.A. §§4403(d) and 4406
8

9 **RULE 11.7.5** **JUDGMENT**
10

11 A judgment is the final administrative adjudication of the CCU on an action. A judgment
12 shall be in writing and the caption shall state it is a “judgment”. The vote taken by the CCU
13 to decide an adverse action does not constitute a judgment. An Order of the Commission
14 is not a judgment. A judgment is entered, that is, it becomes final and effective, on the date
15 a majority of the Commissioners sign the judgment at a CCU meeting attended by a
16 sufficient number of Commissioners to constitute a quorum. Notice that a proposed
17 judgment is before the CCU for signing shall be served on the parties to the action and
18 shall be publicly advertised as required by the Open Government Law of Guam. A quorum
19 of the CCU shall be three (3) members. The judgment shall recite the numerical vote of the
20 CCU in deciding an adverse action. The signing of the judgment by the Commissioners
21 does not reflect how they actually voted in deciding the adverse action. The signing of the
22 judgment simply affirms that the judgment accurately reflects the decision that was made.

23 See: 4 G.C.A. §4402
24

25 **RULE 11.7.6** **COMPLIANCE WITH JUDGMENT**
26

27 Within thirty (30) days of the entry of any judgment that requires a public corporation to take
28 affirmative action(s), the General Manager of the public corporation shall report to the CCU
29 what steps he or she has taken to implement the terms of the judgment.
30

31 **RULE 11.7.7** **RECONSIDERATION OR AMENDMENT (Time to seek Judicial Review)**
32

33 A party may move the CCU to reconsider or amend its judgment by filing a motion with the
34 CCU within ten (10) days of entry of the judgment. The filing of a motion to reconsider or
35 amend does not effect the time limit imposed by law to file a Petition for Judicial Review
36 with the Superior Court of Guam. If a motion to amend or reconsider is not decided within
37 thirty (30) days of the entry of a judgment, the motion is denied.
38

39 **RULE 11.7.8** **JUDICIAL REVIEW**
40

41 Judicial review of the judgment of the CCU may be had by filing appropriate pleadings with
42 the Superior Court of Guam within thirty (30) days after the last day on which
43 reconsideration can be granted.
44

45 **RULE 12** **TERMINATION OF APPEAL**

1
2 In addition to adjudication on the merits, the CCU may terminate an Employee's appeal:

- 3
4 a. At the Employee's request;
- 5
6 b. When the Employee fails to furnish information necessary to adjudicate the
7 appeal.

8
9 **RULE 12.1 DEATH OF EMPLOYEE**

10
11 If an Employee dies after he has filed an appeal of an adverse action taken against him, the
12 appeal shall automatically be stayed for a period up to six (6) months in order for the Estate
13 of the Employee to apply to the CCU to continue with the appeal. If the Estate of the
14 Employee does not so apply within six (6) months, then the appeal shall be dismissed. If
15 the Estate of the Employee does so apply, then the appeal shall be adjudicated. In the
16 event the Employee prevails, the Estate of the Employee shall receive the compensation,
17 but not the benefits, the Employee would have recovered up to the date of his death.

18
19 **RULE 13 RULES RELATIVE TO LAY REPRESENTATIVES**

20
21 A non-lawyer who represents an Employee before the CCU or who represents a
22 government agency before the CCU, shall be called a "**Lay Representative**".

23 A Lay Representative shall enter his or her appearance in an action by filing with the CCU
24 an entry of appearance which shall include the written approval of his client and shall also
25 contain the address and telephone number of the Lay Representative. Said lay
26 representatives shall comply with all Guam laws relevant to the unauthorized practice of
27 law and the Lay Representative shall be disqualified if said laws are violated by the Lay
28 Representative's representation of the Employee in the Adverse Action Appeal.

29
30 **RULE 13.2 ENTRY OF APPEARANCE**

31
32 By entering his appearance before the CCU, the Lay Representative becomes subject to
33 the Orders of the CCU and to reasonable discipline and to contempt proceedings by the
34 CCU. Reasonable discipline may include, but is not limited to, the following:

- 35
36 a. Disqualification from representing the Employee in the Adverse Action
37 Appeal at issue.
- 38
39 b. Suspension from appearing before the CCU as a Lay Representative.
- 40
41 b. Disqualification from appearing before the CCU as a Lay
42 Representative for an Employee in any Adverse Action Appeal.

43
44 By agreeing to be a Lay Representative, the Lay Representative assumes an ethical and
45 agency relationship with the Employee that he or she represents. Lay Representatives

1 may not be compensated for their services.

2
3 **RULE 13.3 WITHDRAWAL AS LAY REPRESENTATIVE**

4
5 No Lay Representative may withdraw from representing an Employee except upon motion,
6 cause shown, and an Order of the CCU.

7
8 **RULE 13.4 LAY REPRESENTATIVE REQUIRED READING**

9
10 Every Lay Representative shall agree in writing that he has read, and is familiar with, 4
11 G.C.A., Chapter 4, these Rules, and the Personnel Rules applicable to the public
12 corporation that took adverse action against the Employee.

13
14 **RULE 14 HEARING COUNSEL**

15
16 The CCU, by a majority vote, may designate its Administrative Counsel to act as Hearing
17 Counsel. When so designated, the CCU shall assign the Hearing Counsel to conduct
18 evidentiary hearings on specific issues. The issues shall be within the jurisdiction of the
19 CCU.

20
21 **RULE 14.1 HEARING PROCEDURE**

22
23 Hearing Counsel shall use these Rules in conducting hearings. Hearing Counsel shall
24 administer oaths to witnesses.

25
26 **RULE 14.2 WRITTEN FINDINGS**

27
28 Hearing Counsel shall make written proposed findings of fact and conclusions of law which
29 shall be served on the Parties. The findings shall then be submitted to the CCU who may
30 accept, reject or modify the findings or may conduct its own hearing on the issue(s).

31
32 **RULE 14.3 PARTIES' INPUT**

33
34 The Parties shall be informed of the date on which the CCU shall deliberate the adoption of
35 the findings and may file written objections or other written comments regarding the
36 findings for the CCU's consideration.