

**PUBLIC UTILITIES COMMISSION
OF GUAM**



Jeffrey C. Johnson
Chairman

Peter B. Montinola
Vice-Chairman

Commissioners
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Chief Administrative Law Judge

Joseph R. Alcantara
Administrative Law Judge

Anthony R. Camacho
Legal Counsel

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

RESOLUTION NO. 24-02

**APPROVAL OF THE HIRING OF A NEW EMPLOYEE AS THE ADMINISTRATIVE
ASSISTANT TO THE PUC ADMINISTRATOR**

WHEREAS, the Guam Public Utilities Commission ("PUC") is an autonomous instrumentality within the Government of Guam; and

WHEREAS, Commission is empowered, pursuant to 12 GCA §12103, to "employ administrative staff personnel for the conduct of Commission business"; and

WHEREAS, on July 25, 2024, the Commission authorized the hiring of Sheila Marie Salas as recommended by the Administrator on a fulltime basis as the Administrative Assistant to the PUC Administrator; and

WHEREAS, Ms. Salas was notified by the PUC Administrator that she will commence her employment on August 5, 2024 as a fulltime employee to the PUC Administrator; and

WHEREAS, the salary of Ms. Sheila M. Salas is \$44,179.20 per year (based upon 2080 hours); with \$75.00 worth of gasoline per month for work related travel; and

NOW, THEREFORE, BE IT

RESOLVED, that the Guam Public Utilities Commission hereby approves the hiring of Ms. Sheila M. Salas a full-time position as Administrative Assistant to the PUC Administrator; and

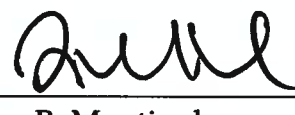
RESOLVED, that the offered salary of Ms. Salas is a base salary at a rate of \$16.70 per hour and an add-on to the employee's salary for health and welfare benefits of \$4.54 per hour (using comparable federal wage determinations under Executive Order of the President of the United States 13706), a total of \$21.24 per hour; and

RESOLVED, the full-time position of Administrative Assistant to the PUC Administrator became effective August 5, 2024.

DULY AND REGULARLY ADOPTED ON THIS 29th DAY OF AUGUST, 2024.

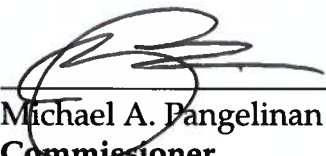


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EMPLOYMENT AGREEMENT

This Agreement is entered into effective August 5, 2024, by and between the Guam Public Utilities Commission [Commission], a public corporation and autonomous instrumentality of the government of Guam, and Sheila Marie Salas [Employee], whose mailing address is Post Office Box 12414 Tamuning, Guam 96931 and whom resides at 131 Tun Leo Caldio Pauline Street, Inarajan, Guam 96915.

WITNESSETH:

WHEREAS, 12 GCA § 12103 empowers the Commission to employ administrative staff personnel for the conduct of Commission business; and

WHEREAS, Employee desires to be employed by the Commission as its Administrative Assistant to the PUC Administrator; and

WHEREAS, Employee will serve in a full-time position as Administrative Assistant to the PUC Administrator for one year; and

WHEREAS, it is the desire of the parties that Sheila Marie Salas be employed as the full time Administrative Assistant to the PUC Administrator;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is acknowledged by both parties, the Commission and Employee agree as follows:

1. Scope of Work.

The Commission hereby hires Employee to serve as its Administrative Assistant to the PUC Administrator. Employee will perform her duties at the Commission's office during its office hours [8:00 a.m.-5:00 p.m. Monday through Friday, excluding Government of Guam holidays] and such additional hours as may be required to attend to Commission business. Employee shall undertake her duties with her best efforts and will not accept or engage in any employment outside of the services of the Commission. Employee shall be under the direct supervision of the PUC Administrator. The Administrative Assistant shall perform such administrative tasks and duties as are assigned by the PUC Administrator, including but not limited to the following: answering phones, greeting members of the public and utility representatives, and handling and responding to their requests, receipt and filing of documents, typing and preparation of documents, filing, reviewing incoming correspondence, running errands, bookkeeping, receiving payments

and making bank deposits, and such other duties as are reasonably related to the operation of the PUC Office.

2. *Compensation.*

- (a) Employee shall receive salary in the amount of \$44,179.20 per annum, which shall be paid by the Commission in bi-weekly installments on the 15th and last day of each month.
- (b) All salary paid to Employee shall be less all amounts required by law or authorized in writing by Employee to be withheld or deducted.

3. *Employee Benefits.*

- (a) The Commission is unable to provide retirement or health insurance benefits; however, Employee's salary includes compensation to Employee for health and welfare benefits.
- (b) Employee shall be entitled to two weeks paid vacation during the term of this Agreement.
- (c) Employee shall be provided with appropriate training.
- (d) Employee shall receive \$75.00 worth of gasoline per month.
- (e) Employee agrees that her employment is not Government of Guam employment, and that there is no insurance coverage provided by the government, participation in the Government of Guam retirement system, accumulation of vacation leave or sick leave, or other benefits not specifically provided herein.

4. *Term.*

The term of this Agreement shall be for one year, and it may be extended upon the mutual agreement of the parties for additional one-year periods.

5. *Termination.*

Employee shall serve at the Commission's pleasure and may be terminated at will upon thirty (30) days prior written notice.

6. *Employee's Duties on Termination.*

In the event of termination of employment with Employer for any reason, Employee agrees to deliver promptly to Employer all equipment, notebooks, documents, memoranda, reports, files, samples, books correspondence, lists, or other written or

graphic records, and the like, relating to the Commission's business, which are or have been in her possession or under her control.

7. *Law Governing Agreement.*

This agreement is to be interpreted and enforced in accordance with the laws of Guam.

8. *Severable Provisions.*

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its valid and subsisting terms and provisions.

9. *Notices.*

Any notices required to be given hereunder by the Commission to the Employee may be affected either by personal delivery in writing or by email to Employee's email address at the Commission. Any notices required to be given hereunder by the Employee to the Commission may be affected by personal delivery to the Chairman and the ALJ or by email to the Chairman and the ALJ.

10. *Attorney's Fees and Costs.*

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which she may be entitled.

11. *Containment of Entire Agreement Herein.*

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by the Commission and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or


agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement. No statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party charged.

12. *CERTIFICATE OF EMPLOYEE.* THE EMPLOYEE CERTIFIES TO THE COMMISSION THAT SHE HAS READ THE FOREGOING AGREEMENT AND THAT SHE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, AND FURTHER CERTIFIES THAT THE FOREGOING TERMS AND CONDITIONS CONSTITUTE HER ENTIRE AGREEMENT WITH THE COMMISSION, AND THAT NO PROMISES OR UNDERSTANDINGS OR REPRESENTATIONS HAVE BEEN MADE OTHER THAN THOSE STATED ABOVE. IT IS SPECIFICALLY AGREED BY THE PARTIES HERETO THAT THIS AGREEMENT SHALL BE SUBJECT TO MODIFICATION ONLY BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated by their respective names.

Dated: 8/29/24

EMPLOYEE



Sheila Marie Salas

Dated: 8/29/24

THE COMMISSION



By: It's Chairman Jeffrey C. Johnson