## **GUAM PUBLIC UTILITIES COMMISSION**

Jeffrey C. Johnson Chairman

Peter B. Montinola Vice Chairman

Commissioners
Joseph M. McDonald
Michael A. Pangelinan
Rowena E. Perez-Camacho
Doris Flores-Brooks

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> Lourdes R. Palomo Administrator

Marie M. Leon Guerrero Administrator-in-Training

Sheila M. Salas Administrative Assistant Frederick J. Horecky Chief Administrative Law Judge

Joephet R. Alcantara Administrative Law Judge

Anthony R. Camacho Legal Counsel



# BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

#### **RESOLUTION NO. 25-08**

# APPROVAL OF FY2026 EMPLOYMENT AGREEMENT FOR ADMINISTRATIVE ASSISTANT TO THE PUC ADMINISTRATOR

WHEREAS, the GUAM PUBLIC UTILITIES COMMISSION ("PUC") is an autonomous instrumentality within the Government of Guam; and

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

WHEREAS, on July 25, 2024, the PUC authorized the hiring of SHEILA MARIE SALAS, as the Administrative Assistant to the PUC Administrator; and

WHEREAS, SHEILA MARIE SALAS has diligently served as Administrative Assistant to the PUC Administrator since August 1, 2024, and the PUC is satisfied with the services rendered by SHEILA MARIE SALAS; and

WHEREAS, the PUC is authorized to employ and approves the continued employment of SHEILA MARIE SALAS, as a fulltime employee and Administrative Assistant to the PUC Administrator, for a term of one (1) year for FY2026; and

WHEREAS, the PUC and SHEILA MARIE SALAS desire that she be hired under an Employment Agreement, a true and correct copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the total salary of SHEILA MARIE SALAS, for the term of the Employment Agreement, shall be \$44,179.20 per annum (based upon 2080 hours); with \$75.00 worth of gasoline per month for work related travel; and

#### NOW, THERFORE, BE IT

**RESOLVED**, that the **PUC** hereby approves and authorizes the continued employment of **SHEILA MARIE SALAS**, as a fulltime employee and Administrative Assistant to the **PUC** Administrator, for a term of one (1) year for FY2026; and

**RESOLVED**, that Employment Agreement attached hereto is hereby approved.

RESOLVED, that the total salary of SHEILA MARIE SALAS, for the term of the Employment Agreement, shall be \$44,179.20 per annum (based upon 2080 hours); with \$75.00 worth of gasoline per month for work-related travel. Said total annual salary of \$44,179.20, represents a base hourly rate of \$16.70 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), for a total hourly rate of \$21.24. The Guam Federal Wage Determination standards recommends that compensation for Health and Welfare Benefits be included in an employe's salary where such benefits (i.e., health insurance and others) are not provided to the employee. The PUC is unable to provide health insurance or retirement benefits to SHEILA MARIE SALAS.

**RESOLVED**, that during the term of her employment, all terms and conditions of said Employment Agreement between the **PUC** and **SHEILA MARIE SALAS** shall remain in full force and effect and shall govern the respective relations of the parties.

**RESOLVED**, that the Chairman is authorized to sign all documents necessary to effectuate the above-referenced agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

# DULY AND REGULARLY ADOPTED ON THIS $25^{TH}$ DAY OF SEPTEMBER, 2025.

JEFFREY C. JOHNSON

Chairman

JOSEPH M. McDONALD

Commissioner

ROWENA E. PEREZ-CAMACHO

Commissioner

PETER B. MONTINOLA

Vice Chairman

MICHAEL A. PANGELINAN

Commissioner

**DORIS FLORES-BROOKS** 

Commissioner

# **EMPLOYMENT AGREEMENT**

This Agreement is entered into effective October 1, 2025, by and between the GUAM PUBLIC UTILITIES COMMISSION ("PUC"), 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 who resides at 131 Tun Leo Caldio Pauline Street, Inarajan, Guam 96915.

#### WITNESSETH:

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

WHEREAS, Employee desires to be employed by the PUC as its Administrative Assistant to the PUC Administrator, in a fulltime capacity, for a term of one (1) year for FY2026; and

WHEREAS, Employee has diligently served as the Administrative Assistant to the PUC Administrator since August 1, 2024, and the PUC is satisfied with the past service rendered by the Employee; and

**WHEREAS**, it is the desire of the parties that **Employee** continue her employment as Administrative Assistant to the **PUC** Administrator, in a fulltime capacity, for a term of one (1) year for FY2026;

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

1. <u>Scope of Work</u>. The PUC hereby hires Employee to serve as its Administrative Assistant to the PUC Administrator. Employee will perform her duties at the PUC's Office during its regular office hours (i.e., 8:00 o'clock a.m. through 5:00 o'clock p.m., Monday through Friday, excluding Government of Guam holidays) and such additional hours as may be required to attend to PUC 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 PUC. Employee shall be under the direct supervision of the PUC Administrator. The Employee 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 and documents, running errands, bookkeeping, receiving payments and making bank deposits, and such other duties as are reasonably related to the operation of the PUC.

### 2. <u>Compensation</u>.

- (a) Employee shall receive a total salary in the amount of \$44,179.20 per annum, which shall be paid by the PUC in bi-weekly installments on the 15th and last day of each month. Employee's total annual salary represents a base pay at the rate of \$16.70 per hour and an add-on 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), for a total hourly rate of \$21.24.
- (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. <u>Employee Benefits</u>.

- (a) The **PUC** 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 (2) 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. <u>Term.</u> The term of this Agreement shall be for one (1) year, and it may be extended upon the mutual agreement of the parties for additional one-year periods.
- 5. <u>Termination</u>. Employee shall serve at the PUC's pleasure and may be terminated at will upon thirty (30) days prior written notice.
- 6. <u>Employee's Duties on Termination</u>. In the event of termination of employment with the PUC for any reason, Employee agrees to deliver promptly to the PUC all equipment, notebooks, documents, memoranda, reports, files, samples, books correspondence, lists, or other written or graphic records, and the like, relating to the PUC's business, which are or have been in her possession or under her control.
- 7. <u>Law Governing Agreement</u>. This Agreement is to be interpreted and enforced in accordance with the laws of Guam.
- 8. <u>Severable Provisions</u>. 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. <u>Notices.</u> Any notices required to be given hereunder by the PUC to the Employee may be affected either by personal delivery in writing or by email to Employee's email address at the PUC. Any notices required to be given hereunder by the Employee to the PUC may be affected by personal delivery to the Chairman and the Chief ALJ or by email to the Chairman and the Chief ALJ.
- 10. <u>Attorney's Fees and Costs</u>. 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. <u>Containment of Entire Agreement Herein</u>. 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 **PUC** 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. <u>CERTIFICATE OF EMPLOYEE</u>. THE EMPLOYEE CERTIFIES TO THE PUC 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 PUC, 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.

		EMPLOYEE:
Dated: alvalvs		SHEILA MARIE SALAS
		COMMISSION:
Dated:09/25/2025	BY:	JEFFREY C. JOHNSON, CHAIRMAN