



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JOE MARIE SALOMA,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA11T

JUDGMENT OF DISMISSAL


The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 21st DAY OF April 2016.


EDITH PANGELINAN
Chairperson

DANIEL D. LEON GUERRERO
Vice-Chairperson


PRISCILLA T. TUNCAP
Commissioner


JOHN SMITH
Commissioner


LOU HONGYEE
Commissioner


CATHERINE GAYLE
Commissioner

ORIGINAL



In The Matter Of:)
)
JOE MARIE SALOMA,)
)
Employee,)
)
vs.)
)
DEPARTMENT OF CORRECTIONS,)
Management.)
)
_____)

**ADVERSE ACTION APPEAL
CASE NO.: 15-AA11T**

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is made by and between **JOE MARIE SALOMA** (“Employee”) and the **GUAM DEPARTMENT OF CORRECTIONS** (“Management”) as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AA11T. The employee appealed from Management’s issuance of a Final Notice of Adverse Action issued which resulted in the employee’s termination.
- B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) to provide for certain arrangements in full and final settlement and discharge of the Appeal; and upon the terms and conditions set forth herein.
- C. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize this agreement.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties agree as follows:

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1 **1. Purpose of Agreement.** Employee and Management acknowledge and
2 agree that this Agreement is a settlement and compromise of the
3 referenced matters. It is the intention of the parties by the execution of
4 this Agreement to fully, finally and completely resolve this adverse action
5 appeal, in the manner more specifically set forth in the terms of this
6 Agreement that follow.

7 **2. Employee's Obligation.**

8 2.1 Employee shall withdraw his Adverse Action Appeal from the Civil
9 Service Commission and request that the Commission dismiss the
10 Appeal with prejudice.

11 2.2 Employee agrees to be reinstated to his previous position as
12 Corrections Officer I with the same pay grade and step held prior to
13 his termination.

14 2.3 Employee agrees that he will not be entitled to any compensation
15 from August 17, 2015 to the time that the Civil Service Commission
16 signs the Decision and Judgment.

17 2.4 Employee agrees that he will be suspended for Thirty Days (30) in
18 lieu of termination.

19 **3. Management's Obligation.**

20 3.1 Management shall expunge the Final Notice of Adverse Action
21 documents filed relating to this case from the employee's personnel
22 file.

23 3.2 Management agrees to reinstate the employee to his previous position
24 of a Corrections Officer I with the same pay grade and step held prior
25 to his termination.

1 3.3 Management agrees that the employee will not be entitled to any
2 compensation from August 17, 2015 to the time that the Civil Service
3 Commission signs the Decision and Judgment.

4 3.4 Management agrees that employee shall be suspended for Thirty Days
5 (30) in lieu of termination.

6 3.5 Management shall pay its own attorney fees and costs.

7 **4. Performance Accepted.** The parties each agree and acknowledges: (a)
8 that the party accepts performance of his/her obligations specified in this
9 Agreement as a full and complete compromise of matters involving
10 disputed issues before the Civil Service Commission; (b) that the
11 negotiations for this settlement (including all statements, admissions or
12 communications) by the parties or their attorneys or representatives shall
13 not be considered admissions by any of said parties; (c) and that no past or
14 present wrong doing on the part of the parties shall be implied by such
15 negotiations.

16 **5. Additional Documents.** All parties agree to cooperate fully and execute
17 any and all supplementary documents and take all additional actions that
18 may be necessary as appropriate to give full force and effect to the basic
19 terms and intent of this Agreement.

20 **6. Independent Advice of Counsel.** Each party represents and declares that
21 that party has received independent advice from its respective attorney or
22 representative with respect to the advisability of making the settlement
23 provided for herein and with respect to the advisability of executing this
24 Agreement. Each party further represents and declares that that party has
25 not relied upon any statement or representation by the other party or of

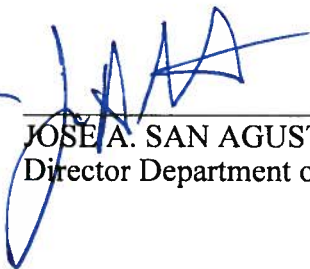
1 any of its partners, agents, employees, or attorneys in executing this
2 Agreement or in making the settlement provided for herein, except as
3 expressly provided for herein.

4 7. **Voluntary Agreement.** Each party represents and declares that that party
5 has carefully read this Agreement, knows the contents of this Agreement,
6 and that each party has signed the same freely and voluntarily.

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9 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
10 written by their respective names:

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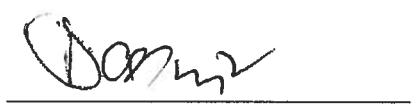
14 JOE MARIE SALOMA,
Employee

15 

16 JOSE A. SAN AGUSTIN,
Director Department of Corrections

17 Date: 3/23/16

18 Date: 3-23-16

19 

20 DAVID BABAUTA,
Lay Representative for Employee

21 

22 NICOLAS E. TOFT,
Legal Counsel for Management

23 Date: 3.23.16

24 Date: 3/22/16