BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:
LEODEGARIO BUAN,
Employee,

vs.

DEPARTMENT OF CORRECTIONS,
Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA01T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 8th day of October 2015.

LUIS R. BAZA
Chairman

DANIEL D. LEON GUERRERO
Vice-Chairman

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

Leodegario Buan vs DOC
CASE NO. 14-AA01T
Guam Federation of Teachers

Representative for Employee

In The Matter Of:

LEODEGARIO BUAN,

Employee,

vs.

GUAM DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 14-AA01T

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between LEODEGARIO BUAN ("Employee") and 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. 14-AA014T. The employee appealed from Management’s issuance of a Final Notice of Adverse 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 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:

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

2. **Employee’s Obligation.**

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

   2.2 Employee agrees to a Thirty Day (30) Suspension from January 7, 2014 to February 6, 2014.

   2.3 Employee shall be reinstated to his previous position as a Corrections Officer II IL04-15 at the hourly rate of $25.65.

3. **Management’s Obligation.**

   3.1 Management shall remove the Termination and replace it with a Thirty Day Suspension effective January 7, 2014- February 6, 2014.

   3.2 Management hereby agrees that the employee shall be reinstated to his previous position of a Corrections Officer II, Pay Grade IL04-15 at the hourly rate of $25.65.

   3.3 Management agrees to back pay the employee at his previous rate of pay of a Corrections Officer II IL04-15 at the hourly rate of $25.65 from February 7, 2014- February 7, 2015.
3.4 Management agrees to pay the employee the full amount of back pay owed to the employee, or half the amount owed to the employee before September 30, 2015, with the remaining balance to be paid no later than the employee's last payday of March 2016.

3.5 Management shall reimburse all employees' benefits, including but not limited to sick leave, annual leave, retirement benefits, hazardous pay, law enforcement pay and all other benefits due and owed to the employee under Guam law.

3.6 Management shall agree to reinstate the employee no later than September 30, 2015.

3.7 Management shall pay its own attorney fees and costs.

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

5. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary as appropriate to give full force and effect to the basic terms and intent of this Agreement.
6. **Independent Advice of Counsel.** Each party represents and declares that that party has received independent advice from its respective attorneys or representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. Each party further represents and declares that that party has not relied upon any statement or representation by the other party or of any of its partners, agents, employees, or attorneys in executing this Agreement or in making the settlement provided for herein, except as expressly provided for herein.

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

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

LEODEGARIO BUAN, Employee

Date: 9.8.15

DAVID BABAUTA, Lay Representative for Employee

Date: 9.8.15

JOSE A. SAN AGUSTIN, Director Department of Corrections

Date: 9-8-15

MONTY MAY, Legal Counsel for Management

Date: 9/4/15