



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 5th day of October 2015.

LUIS R. BAZA
Chairman

DANIEL D. LEON GUERRERO
Vice-Chairman

PRISCILLA T. TUNCA
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

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.

COPY

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

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

9 **2. Employee's Obligation.**

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

13 2.2 Employee agrees to a Thirty Day (30) Suspension from January 7,
14 2014 to February 6, 2014.

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

17 **3. Management's Obligation.**

18 3.1 Management shall remove the Termination and replace it with a
19 Thirty Day Suspension effective January 7, 2014- February 6, 2014.

20 3.2 Management hereby agrees that the employee shall be reinstated to
21 his previous position of a Corrections Officer II, Pay Grade IL04-15 at
22 the hourly rate of \$25.65.

23 3.3 Management agrees to back pay the employee at his previous rate of
24 pay of a Corrections Officer II IL04-15 at the hourly rate of \$25.65
25 from February 7, 2014- February 7, 2015.

1 3.4 Management agrees to pay the employee the full amount of back pay
2 owed to the employee, or half the amount owed to the employee
3 before September 30, 2015, with the remaining balance to be paid no
4 later than the employees last payday of March 2016.

5 3.5 Management shall reimburse all employees' benefits, including but
6 not limited to sick leave, annual leave, retirement benefits, hazardous
7 pay, law enforcement pay and all other benefits due and owed to the
8 employee under Guam law.

9 3.6 Management shall agree to reinstate the employee no later than
10 September 30, 2015

11 3.7 Management shall pay its own attorney fees and costs


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

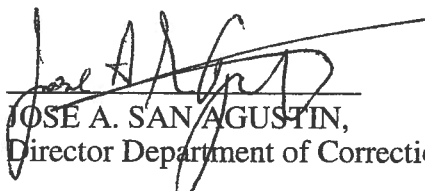
21 **5. Additional Documents.** All parties agree to cooperate fully and execute
22 any and all supplementary documents and take all additional actions that
23 may be necessary as appropriate to give full force and effect to the basic
24 terms and intent of this Agreement.
25

1 **6. Independent Advice of Counsel.** Each party represents and declares that
2 that party has received independent advice from its respective attorneys or
3 representative with respect to the advisability of making the settlement
4 provided for herein and with respect to the advisability of executing this
5 Agreement. Each party further represents and declares that that party has
6 not relied upon any statement or representation by the other party or of
7 any of its partners, agents, employees, or attorneys in executing this
8 Agreement or in making the settlement provided for herein, except as
9 expressly provided for herein.

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

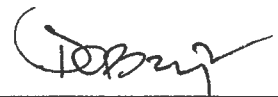
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14 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
15 written by their respective names:

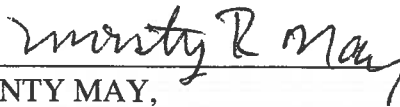
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17 
18 LEODEGARIO BUAN,
19 Employee

20 
21 JOSE A. SAN AGUSTIN,
22 Director Department of Corrections

23 Date: 9.8.15

24 Date: 9-8-15

25 
26 DAVID BABAUTA,
27 Lay Representative for Employee

28 
29 MONTY MAY,
30 Legal Counsel for Management

31 Date: 9.8.15

32 Date: 9/4/15