



BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

MANUEL B.L. TIONG,

Employee,

vs.

GUAM INTERNATIONAL AIRPORT  
AUTHORITY,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 15-AA12D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 12<sup>th</sup> day of July 2016.

EDITH PANGELINAN  
Chairperson

DANIEL LEON GUERRERO  
Vice-Chairperson

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

LOURDES HONGYEE  
Commissioner

CATHERINE GAYLE  
Commissioner

ORIGINAL



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8 Representative for Employee  
9 Manuel B.L. Tiong

10 GENEVIEVE P. RAPADAS, ESQ.  
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12 259 Martyr Street, Ste. 100  
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16 Representative for Management  
17 Antonio B. Won Pat International Airport Authority, Guam

18 CIVIL SERVICE COMMISSION  
19 GOVERNMENT OF GUAM

20 IN THE MATTER OF

21 MANUEL B.L. TIONG,

22 Employee,

23 v.

24 GUAM INTERNATIONAL AIRPORT  
25 AUTHORITY

26 Management.

27 Adverse Action Appeal Case No. 15-AA12D

28 **STIPULATION FOR SETTLEMENT**

**ORIGINAL**

1 THIS STIPULATION FOR SETTLEMENT is by and between Manuel B.L. Tiong, Employee,  
2 and Antonio B. Won Pat International Airport Authority, Guam, Management, as follows:

3 RECITALS

- 4 A. The Employee commenced an appeal against Management in the Civil Service Commission  
5 bearing Adverse Action Appeal Case No. 15-AA12D. The employee appealed from  
6 Management's issuance of a Final Notice of Adverse Action (the "Adverse Action Appeal")  
7 which resulted in Employee's Demotion.
- 8 B. The Parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for the  
9 pending Adverse Action Appeal in order to provide for certain arrangements in full settlement  
10 and discharge of the Appeal, and upon the terms and conditions set forth herein.
- 11 C. The Terms and conditions of this Agreement shall become effective and operative upon the  
12 execution by both parties; understanding that the Civil Service Commission shall  
13 subsequently act to memorialize this Agreement.

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

- 16 1. **Purpose of Agreement.** Employee and Management acknowledge that this Agreement is  
17 a Settlement and Compromise of this Adverse Action Appeal. It is the intention of the  
18 parties by the execution of this Agreement to fully, finally and completely resolve this  
19 Adverse Action Appeal; in the manner more particularly set forth in the terms of this  
20 Agreement that follow.
- 21 2. **Employee's Obligation.**
- 22 2.1 Employee agrees to accept a suspension of 160 hours without pay (and any other  
23 incidental benefits) for the referenced incidents that formed the basis of the Adverse  
24 Action Appeal which shall take effect as determined by Management; and,
- 25 2.2 Employee agrees that he shall be reinstated to the position of Airport Police Officer  
26 II as set forth in Management's obligations herein; and,
- 27 2.3 Concurrent with the submission of this Agreement to the Civil Service Commission,  
28 Employee shall withdraw and, dismiss with prejudice, the Adverse Action Appeal

1 from the Civil Service Commission and enter judgment into the record reflecting the  
2 terms set forth in this Agreement; and,

3 2.4 Employee agrees that he shall be responsible for all fees and costs that he suffered, if  
4 any, resulting from the referenced from the Adverse Action Appeal.

5 **3. Management's Obligation.**

6 3.1 Management agrees that that Employee shall be reinstated to Airport Police Officer  
7 II as of the date of the Demotion; at the same pay-grade; and,

8 3.2 Management agrees to provide back-pay to Employee at his previous rate of pay  
9 from the date of his demotion unto the date of his reinstatement; and,

10 3.3 Management shall reimburse Employee, benefits that were not obtained as a result of  
11 the Demotion, including but not limited to sick leave, annual leave, retirement  
12 benefits, hazardous pay, law enforcement pay and all other benefits due Employee  
13 under Guam Law from the date of his demotion unto the date of his reinstatement;  
14 and,

15 3.3 Management shall remove documents related to the Demotion from Employee's  
16 personnel and all other files, with the exception of this Agreement and subsequent  
17 judgment from the Civil Service Commission, and effectuate it a 160-hour  
18 suspension as determined by Management; and,

19 3.4 Management shall pay its own attorney's fees and costs, resulting from this Adverse  
20 Action Appeal.

21 **4. Performance Accepted.** The parties each agree and acknowledge that: (a) each accepts  
22 performance of their respective obligations specified in this Agreement as a full and  
23 complete settlement and compromise of matters the subject of this Adverse Action  
24 Appeal; and (b) that the negotiations for this settlement (including all statement,  
25 admissions or communications) by the parties or their attorneys or representatives shall  
26 not be considered admissions by any of said parties.  
27  
28

1 5. **Additional Documents.** The parties agree to cooperate fully and execute any and all  
2 supplementary documents and take all additional actions as may be necessary and  
3 appropriate to give full force and effect to the basic terms and intent of this Agreement.

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


11 7. **Voluntary Agreement.** Each party represents and declares that they have read this  
12 Agreement, that it knows the contents of this Agreement, and that they have signed the  
13 same freely and voluntarily.

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

16 For Employee:

17   
18 Manuel B.L. Tiong  
19 Employee

20 Date: 23 May 2016


21   
22 Daniel Del Priore  
23 GFT Representative

24 Date: 23 May 2016

25 For Management:

26   
27 Charles Ada II  
28 GIAA Executive Director Manager

Date: 08/25/14

  
Genevieve P. Rapadas, Esq.  
Representative for Management

Date: 24 May 2016