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 12th 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
IN THE MATTER OF

MANUEL B.L. TIONG,

Employee,

v.

GUAM INTERNATIONAL AIRPORT AUTHORITY

Management.

STIPULATION FOR SETTLEMENT

Adverse Action Appeal Case No. 15-AA12D
THIS STIPULATION FOR SETTLEMENT is by and between Manuel B.L. Tiong, Employee, and Antonio B. Won Pat International Airport Authority, Guam, Management, as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AA12D. The employee appealed from Management’s issuance of a Final Notice of Adverse Action (the “Adverse Action Appeal”) which resulted in Employee’s Demotion.

B. The Parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for the pending Adverse Action Appeal in order 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 that this Agreement is a Settlement and Compromise of this Adverse Action Appeal. 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 particularly set forth in the terms of this Agreement that follow.

2. Employee’s Obligation.

2.1 Employee agrees to accept a suspension of 160 hours without pay (and any other incidental benefits) for the referenced incidents that formed the basis of the Adverse Action Appeal which shall take effect as determined by Management; and,

2.2 Employee agrees that he shall be reinstated to the position of Airport Police Officer II as set forth in Management’s obligations herein; and,

2.3 Concurrent with the submission of this Agreement to the Civil Service Commission, Employee shall withdraw and, dismiss with prejudice, the Adverse Action Appeal
from the Civil Service Commission and enter judgment into the record reflecting the
terms set forth in this Agreement; and,

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


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

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

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

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

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

4. Performance Accepted. The parties each agree and acknowledge that: (a) each accepts
performance of their respective obligations specified in this Agreement as a full and
complete settlement and compromise of matters the subject of this Adverse Action
Appeal; and (b) that the negotiations for this settlement (including all statement,
admissions or communications) by the parties or their attorneys or representatives shall
not be considered admissions by any of said parties.
5. **Additional Documents.** The parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions as may be necessary and 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 it has received independent advice and consultation of their respective attorneys or representatives 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 it 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 they have read this Agreement, that it knows the contents of this Agreement, and that they have signed the same freely and voluntarily.

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

For Employee:

Manuel B.L. Tiong  
Employee  
Date: 23 May 2016

Daniel Del Priore  
GFT Representative  
Date: 23 May 2016

For Management:

Charles Ada II  
GIAA Executive Director  
Manager  
Date: 8/26/2016

Genevieve P. Rapadas, Esq.  
Representative for Management  
Date: 3/4 May 2016