



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

MATTHEW A. GILL,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.


ADVERSE ACTION APPEAL
 CASE NO. 13-AA36T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 16th day of July 2015.


 LUIS R. BAZA
 Chairman



 MANUEL R. PINAUIN
 Vice-Chairman


 PRISCILLA T. TUNCAP
 Commissioner


 JOHN SMITH
 Commissioner


 LOURDES HONGYEE
 Commissioner


 DANIEL D. LEON GUERRERO
 Commissioner


 EDITH C. PANGELINAN
 Commissioner

ORIGINAL

Jo
7-1-15

15-674



Guam Federation of Teachers

Timothy Fedenko

President

David C. Babauta

Lay Representative

P.O. Box 2301

Hagåtña, Guam 96910 • USA

(671) 735-4390 • (671) 734-8085



Representative for Employee

In The Matter Of:

MATTHEW A. GILL,

Employee,

vs.

**DEPARTMENT OF CORRECTIONS,
Management.**

**ADVERSE ACTION APPEAL
CASE NO.: 13-AA36T**

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is made by and between **MATTHEW A. GILL** (“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. 13-AA036T. 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.

1 C. The terms and conditions of this Agreement shall become effective and operative
2 upon the execution by both parties; understanding that the Civil Service
3 Commission shall subsequently act to memorialize this agreement.

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

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

12 **2. Employee's Obligation.**

13 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil
14 Service Commission and request that the Commission dismiss the
15 Appeal with prejudice.

16 2.2 Employee agrees to resign from the Department of Corrections
17 effective December 17, 2013

18 2.3 The employee shall not have any re-employment rights to the
19 Department of Corrections

20 2.4 Employee shall pay its own attorney fees and costs

21 **3. Management's Obligation.**

22 3.1 Management shall expunge the Final Notice of Adverse Action
23 documents filed relating to this case from the employee's personnel
24 file.
25

1 3.2 Management agrees to back pay the employee from December 17,
2 2013- June 17, 2014

3 3.3 Management shall reimburse all employees' benefits, including but
4 not limited to sick and annual leave, retirement benefits, and all other
5 benefits due and owed to the employee under Guam law.

6 3.4 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.

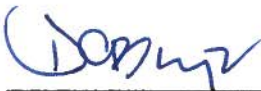
7
8
9 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
10 written by their respective names:


11
12 
13 _____
14 MATTHEW A. GILL,
Employee

15
16 
17 _____
18 JOSE A. SAN AGUSTIN,
Director Department of Corrections

19 Date: 06/16/15

20 Date: 6-16-15

21 
22 _____
23 DAVID BABAUTA,
Lay Representative for Employee

24 
25 _____
MONTY MAY,
Legal Counsel for Management

Date: 6/16/15

Date: 6-16-15