



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

PHILLIP M. NAPUTI,

Employee,

vs.

DEPARTMENT OF CORRECTIONS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA09T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 25 DAY OF August 2016.

EDITH PANGELINAN
Chairperson

not present
PRISCILLA T. TUNCAP
Commissioner

LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Vice-Chairperson

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

ORIGINAL



**BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM**

IN THE MATTER OF:)	
)	ADVERSE ACTION APPEAL
PHILIP M. NAPUTI,)	
)	CASE NO. <u>15-AA09T</u>
Employee,)	
)	
vs.)	STIPULATION OF SETTLEMENT
)	
GOVERNMENT OF GUAM,)	
DEPARTMENT OF CORRECTIONS,)	
)	
Management.)	
_____)	

THIS STIPULATION OF SETTLEMENT is entered into by and between **PHILIP M. NAPUTI** (“Employee”) and **GOVERNMENT OF GUAM DEPARTMENT OF CORRECTIONS** (“Management”) as follows:

RECITALS

A. Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AA09T. Employee appealed from Management’s issuance of a Final Notice of Adverse Action which resulted in the employee’s termination, effective June 30, 2015.

B. Each of the parties desires to enter into this Settlement Agreement (hereinafter “Agreement”) to provide for certain arrangements in full settlement and dismissal of the Appeal 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 and hereby moves to, dismiss the Adverse Action Appeal before the Civil Service Commission with prejudice based on the parties' settlement.

2.2 Employee agrees to accept discipline of a Three (3) Day Suspension from July 1, 2015 to July 3, 2015 for the reasons which led to the discipline of the appealed Adverse Action and not to seek further appeal of that suspension.

2.3 Employee agrees to waive 30 days of back pay, inclusive of the Three Day suspension.

2.4 Employee shall be reinstated to his previous position as a Corrections Officer I, Pay Grade HL04-08 at the hourly rate of \$18.82 with all back pay, benefits and other consideration which Employee would have received during his absence had he not been terminated but had been suspended for Three Days.

2.5 Employee agrees that Employee shall accept \$3,000 in total for all Attorney Fees and expenses associated with his appeal and otherwise waives any further claims to such compensation under 4 G.C.A. §4406.1 or any similar statute or Personnel Rule or Regulation.

3. Management's Obligation.

3.1 Management shall remove the Termination and replace it with a Three Day Suspension effective July 1, 2015 to July 3, 2015.

3.2 Management hereby agrees that the employee shall be reinstated to his previous position of a Corrections Officer I, Pay Grade HL04-08 at the hourly rate of \$18.82.

3.3 Management agrees to back pay the employee at his previous rate of pay of a Corrections Officer I, Pay Grade HL04-08 at the hourly rate of \$18.82 from July 30, 2015 to the date Employee is called and allowed to return to work without mitigation.

3.4 Management agrees to pay the employee the full amount of back pay owed to the employee, less 30 days of back pay, inclusive of the Three Day suspension, by no later than thirty (30) days following the execution of this document.

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 that Employee would have earned had Employee only been disciplined by the Three Day suspension herein provided.

3.6 Management agrees to reinstate the employee no later than thirty (30) days following the execution of this document.

3.7 Management agrees that it shall reimburse Employee \$3,000 in total for all attorney fees and costs associated with his appeal.

4. Performance Accepted. Each party agrees and acknowledges:

(a) that each party accepts performance of its 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; and

(c) 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.

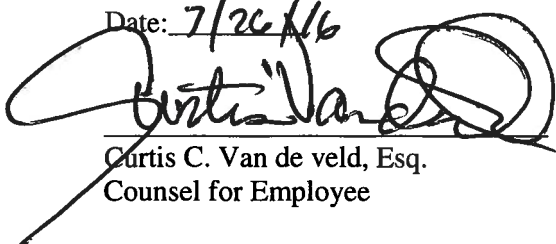
Each party represents and declares that that party has carefully read this Agreement, knows the contents of this Agreement, and that each party has signed the same freely and voluntarily.

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

FOR EMPLOYEE




PHILIP M. NAPUTI, Employee
Employee

Date: 7/26/16


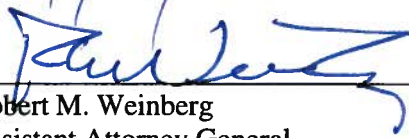
Curtis C. Van de veld, Esq.
Counsel for Employee

Date: 07-26-16

FOR MANAGEMENT



ALBERTO A. LAMORENA, V, Acting Director
Department of Corrections

Date: 7/26/16


Robert M. Weinberg
Assistant Attorney General
Counsel for Management

Date: 7/26/16