



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



21-474



IN THE MATTER OF:

ANGELO ROMAN SAJO,

Employee,

vs.

GUAM MEMORIAL HOSPITAL
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 21-AA06S

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 8th day of July, 2021.

JUAN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

PRISCILLA T. TUNCAP
Commissioner

(absent)

EMILIA F. RICE
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
 3 P.O. Box 2301
 4 Hagatna, Guam 96910
 5 Ph. (671) 735-4390 Fax (671) 734-8085
 6 Email rkoss@gftunion.com



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

AL. 06/22/21
21-428

8 **ANGELO ROMAN SAJO,**
 9 **Employee,**

ADVERSE ACTION APPEAL
Case No. 21-AA06S

10 **vs.**

STIPULATION OF SETTLEMENT

11 **GUAM MEMORIAL HOSPITAL**
 12 **AUTHORITY,**
 13 **Management.**

14 To the Civil Service Commission of Guam and opposing Management Representative of record.

15 THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
 16 ANGELO ROMAN SAJO (hereinafter "Employee") and GUAM MEMORIAL HOSPITAL
 17 AUTHORITY, (hereinafter referred to as "Management") as follows:

18 **RECITALS**

- 19 A. The Employee was suspended without pay for thirty (30) workdays from his employment
- 20 with GMHA beginning April 8, 2021, pursuant to Final Notice of Adverse Action-
- 21 GMHA-21-04; and,
- 22 B. Employee commenced an Adverse Action Appeal in the Civil Service Commission on
- 23 April 20, 2021; and,
- 24 C. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for
- 25 this and all pending matters in order to provide for certain arrangements in full settlement
- 26 and discharge of the Appeal in fair and equitable means and upon the terms and
- 27 conditions set forth herein.



1
2 D. The terms and conditions of said Agreement shall become operative upon execution of
3 this Agreement.

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

6 **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this
7 Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the
8 parties by the execution of this Agreement to fully, finally and completely resolve all disputes
9 between them regarding these matters, in the manner more specifically set forth in the terms of
10 this Agreement that follow.

11 **2. Employee's Obligation.**

12 2.1 Employee hereby withdraws the Adverse Action Appeal from the Civil Service
13 Commission pursuant to the mutually agreeable terms of this agreement.

14 2.2 Employee agrees to waive all rights to pursue any further appeal or claim known and
15 unknown against the GMHA concerning this matter.

16 2.3 Employee agrees to accept a suspension without pay for fifteen (15) workdays in lieu of
17 management's original action to suspend him without pay for thirty (30) workdays of
18 employment.

19 2.4 Employee shall recover the difference of fifteen (15) workdays pay as a result of this
20 agreement.

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

22 3.1 Management agrees to modify the adverse action from a thirty (30) workdays suspension
23 without pay to a fifteen (15) workdays suspension without pay.

24 3.2 Management agrees to compensate the employee for fifteen (15) workdays pay as a result
25 of this agreement.

26 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
27 performance of its obligations specified in this Agreement as a full and complete compromise of
28 matters involving disputed issues; (b) that the negotiations for this settlement, (including all
statements, admissions or communications by the parties of their attorneys or representative)
shall not be considered by any of said parties unless fraudulent; and (c) that neither party admits
any wrong doing.



1
2 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
3 supplementary documents and take all additional actions that may be necessary as appropriate to
4 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days
5 of the effective date.

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

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

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

17
18 **For Employee:**

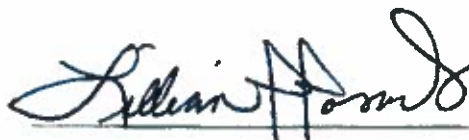
19 

20
21 **Angelo Roman Sajo, Employee**

22
23 **Date:**

24 06/22/21

17
18 **For Management:**

19 

20
21 **Lillian Perez-Posadas, MN, RN
Hospital Administrator/CEO**

22
23 **Date:**

24 6/18/2021