

CIVIL SERVICE COMMISSION
J. Guerrero
JAN 14 2025
@ 1:34 p.m.
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**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



**IN THE MATTER OF:
JOSHUA R. JAMES,**

Employee,

vs.

**GUAM SOLID WASTE
AUTHORITY,**

Management.

**ADVERSE ACTION APPEAL
CASE NO.: 24-AA05S**

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 14th day of January, 2025.

Juan K. Calvo

JUAN K. CALVO
Chairman

Anthony P. Benavente

ANTHONY P. BENAVENTE
Vice Chairman

- ABSENT -

FRANCISCO T. GUERRERO
Commissioner

Cathy O. Catling

CATHY O. CATLING
Commissioner

Rose Marie A. Morales

ROSE MARIE A. MORALES
Commissioner

JUDGMENT OF DISMISSAL
Joshua R. James vs. Guam Solid Waste Authority
Adverse Action Case No.: 24-AA05S

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

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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

JOSHUA R. JAMES,

Employee,

vs.

GUAM SOLID WASTE AUTHORITY

Management.

ADVERSE ACTION APPEAL

Case No. 24-AA05S

STIPULATION OF SETTLEMENT

To the Civil Service Commission of Guam

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **JOSHUA R. JAMES** (hereinafter "Employee") and the **GUAM SOLID WASTE AUTHORITY**, (hereinafter referred to as "Management") as follows:

RECITALS

- A. The above named Employee of the Guam Solid Waste Authority timely appealed to the Civil Service Commission an adverse action suspending him for five days on the basis set forth therein.
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeal in fair and equitable means and upon the terms and conditions set forth herein.
- C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

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

COPY



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

7 **2. Employee's Obligation.**

8 2.1 Employee agrees to withdraw and dismiss his adverse action appeal before Service
9 Commission pursuant to the mutually agreeable terms of this stipulated settlement agreement.
10

11 2.2 Employee agrees that management shall rescind the Proposed and Final Notice of Adverse
12 Action.
13

14 2.3 Employee agrees to accept a letter of reprimand on the same basis as the adverse action.
15

16 2.4 Employee agrees that there is no promised monetary compensation associated with this
17 agreement.
18

19 2.5 Employee agrees that he shall pay his own cost and fees associated with the appeal.
20

21 2.6 Employee agrees to waive any and all claims for back pay and benefits that the Employee
22 may have against Management for the five-day suspension period referenced in this adverse
23 action appeal before the Service.

24 **3. Management's Obligation.**

25 3.1 Management agrees to rescind its Notice of Proposed and Final Notice of Adverse Action.
26

27 3.2 Management agrees to issue the Employee a Reprimand in lieu of the Adverse Action.
28

 3.3 Management agrees that there is no promise of compensation associated with this
settlement.

 3.4 Management agrees that it shall pay its own costs and attorney fees associated with this
matter.

4. Performance Accepted. The parties agree and acknowledge: (a) that it accepts
performance of its obligations specified in this Agreement as a full and complete compromise of
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; (c) and that no past or present wrong doing on the part
of the parties shall be implied by such negotiations.



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

6 **6. Independent Advice of Counsel.** Each party represents and declares that it has received
 7 independent advice from its respective attorneys and representatives 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
 12 expressly provided for herein.
 13
 14

15 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this
 16 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely
 17 and voluntarily.
 18

19 **IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date written
 20 by their respective names.
 21

22 **For Employee:**

22 **For Management:**

23
 24 

23
 24 

25
 26 **Joshua R. James, Employee**

25
 26 **Irvin L. Slike, General Manager**

27
 28 Date: 10/SEP/24

27
 28 Date: 9/12/24





Robert E. Koss, Lay Representative

Shannon Taitano, Legal Counsel

Date: 9/5/24

Date: 9/12/24