

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



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IN THE MATTER OF:

MOHAMMAD T. ASHRAF,

Employee,

vs.

GUAM MEMORIAL HOSPITAL
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO. 15-AA01D

JUDGMENT OF DISMISSAL

Office of the Legislative Secretary
Senator Tina Dore Mufia Barnes
Date 7/15/15
Time 11:50 am
Received by Allen, Len

2015 JUL 15 PM 1:59

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the attached Withdrawal of Adverse Action Appeal with Prejudice, attached hereto.

SO ADJUDGED THIS 14th day of July 2015.

33-15-0623
Office of the Speaker
Judith T. Won Pat, Ed.D

Luis R. Baza
LUIS R. BAZA
Chairman

Manuel R. Pinauin
MANUEL R. PINAUIN
Vice-Chairman

Date: 07-15-15
Time: 11:55 AM
Received By: [Signature]

Priscilla T. Tunca P
PRISCILLA T. TUNCA P
Commissioner

John Smith
JOHN SMITH
Commissioner

Lourdes Hongyee
LOURDES HONGYEE
Commissioner

Daniel D. Leon Guerrero
DANIEL D. LEON GUERRERO
Commissioner

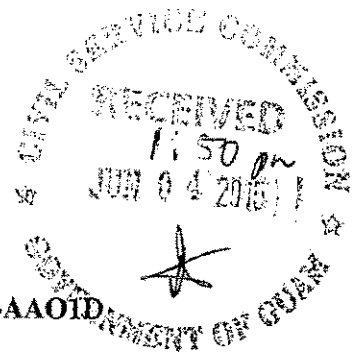
Edith C. Pangelinan
EDITH C. PANGELINAN
Commissioner

ORIGINAL

0623

Guam Federation of Teachers

Before the Civil Service Commission
In the Government of Guam



IN THE MATTER OF:

MOHAMMAD T. ASHRAF

Employee,

vs.

GUAM MEMORIAL HOSPITAL

AUTHORITY

Management.

CASE NO#15-AAOID

WITHDRAWAL OF ADVERSE
ACTION APPEAL WITH
PREJUDICE

15-577

*TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING MANAGEMENT
REPRESENTATIVE OF RECORD*

Comes Now, the Employee in the above Captioned and Numbered Civil Service Commission Case, by and through his authorized representative of record, and hereby enters this Withdrawal of Adverse Action Appeal with Prejudice.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case, insofar as a Settlement with Management has been agreed upon by the Employee; subject to and conditioned upon the CSC approving the subject Settlement. If for any reason the CSC does not approve the subject Settlement; then this Withdrawal is rendered thereby as being null and void, and the Employee's Appeal shall remain in full force and effect.

Submitted on the 22nd day of May 2015 by:

Mohammad T. Ashraf
Employee

Daniel R. DelRiviere
GFT Representative



Guam Federation of Teachers

Timothy Fedenko

President

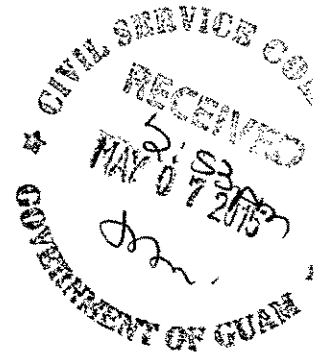
Daniel R. Del Priore

Lay Representative

P.O. Box 2301

Hagåtña, Guam 96910 • USA

(671) 735-4390 • (671) 734-8085



Representative for Employee

In The Matter Of:

MOHAMMAD T. ASHRAF,

Employee,

vs.

**GUAM MEMORIAL HOSPITAL
AUTHORITY,**

Management.

) ADVERSE ACTION APPEAL
) CASE NO.: 15-AAOID

) STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between **MOHAMMAD T. ASHRAF** ("Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY** ("Management") as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 15-AAO10. The employee appealed from Management's issuance of a Final Notice of Adverse Action issued against the employee which resulted in demotion from Hospital Pharmacy Technician II to Accounting Technician I.
- B. Management and the Employee agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the

1 interest of the Civil Service Commission time and resources the parties hereby
 2 agree to this Settlement Agreement.

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

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

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

14 **2. Employee's Obligation.**
 15 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil
 16 Service Commission and request that the Commission dismiss the
 17 Appeal with prejudice.
 18 2.2 Employee agrees to a voluntary demotion from a Hospital Pharmacy
 19 Technician II to a Hospital Accounting Technician I, Pay Grade H-10
 20 effective December 19, 2014.

21 **3. Management's Obligation.**
 22 3.1 Management shall expunge all adverse action documents filed relating
 23 to this case from the employee's personnel file.
 24 3.2 Management agrees to change Employee's "leave without pay" status
 25 to "paid annual leave" for the three (3) weeks he was off-island from

1 November 4, 2014 through December 1, 2014. All Employee's
2 benefits and entitlements during the said leave period shall be
3 restored.

4 3.3 Management shall pay its own attorney fees and costs

5 **4. Performance Accepted.** The parties each agree and acknowledges: (a)
6 that the party accepts performance of his/her obligations specified in this
7 Agreement as a full and complete compromise of matters involving
8 disputed issues before the Civil Service Commission; (b) that the
9 negotiations for this settlement (including all statements, admissions or
10 communications) by the parties or their attorneys or representatives shall
11 not be considered admissions by any of said parties; (c) and that no past or
12 present wrong doing on the part of the parties shall be implied by such
13 negotiations.

14 **5. Additional Documents.** All parties agree to cooperate fully and execute
15 any and all supplementary documents and take all additional actions that
16 may be necessary as appropriate to give full force and effect to the basic
17 terms and intent of this Agreement.

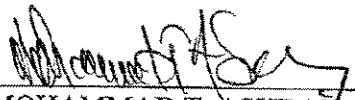
18 **6. Independent Advice of Counsel.** Each party represents and declares that
19 that party has received independent advice from its respective attorneys or
20 representative with respect to the advisability of making the settlement
21 provided for herein and with respect to the advisability of executing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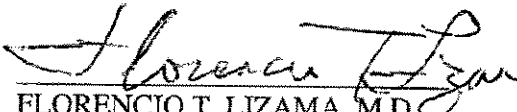
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Agreement or in making the settlement provided for herein, except as expressly provided for herein.

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.

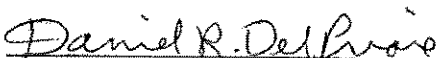
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names:

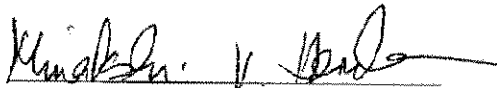

MOHAMMAD T. ASHRAF
Employee


FLORENCIO T. LIZAMA, M.D.
Interim CEO/Administrator
Guam Memorial Hospital Authority

Date: 05/01/2015

Date: 5/7/15


DANIEL R. DEL PRIORE
Lay Representative for Employee


MINAKSHI HEMLANI, ESQ.
Fisher & Associates
Legal Counsel for Management GMHA

Date: May 1, 2015

Date: 5/7/15