

Date: 7-17-15
Time: 1145
Received by: Jean



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



33-15-0645

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IN THE MATTER OF:

JOSEPHINE TORRES,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA28T

JUDGMENT OF DISMISSAL

Office of the Speaker
Judith T. Won Pat, Ed.D

Date: 07-17-15
Time: 12:25pm
Received By: [Signature]

2015 JUL 17 PM 3:40

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

SO ADJUDGED THIS 16th day of July 2015.

[Signature]
LUIS R. BAZA
Chairman

[Signature]
MANUEL R. PINAUI
Vice-Chairman

[Signature]
PRISCILLA T. TUNCAP
Commissioner

[Signature]
JOHN SMITH
Commissioner

[Signature]
LOURDES HONGYEE
Commissioner

[Signature]
DANIEL D. LEON GUERRERO
Commissioner

[Signature]
EDITH C. PANGELINAN
Commissioner

0645

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*Attorneys for Employee
 Josephine U. Torres*

**CIVIL SERVICE COMMISSION
 GOVERNMENT OF GUAM**

JOSEPHINE TORRES,

 Employee,

 vs.

 DEPARTMENT OF PUBLIC WORKS,

 Management.

ADVERSE ACTION NO. 14-AA28T

**STIPULATION OF SETTLEMENT
 AND AGREEMENT**

THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between JOSEPHINE TORRES (hereinafter "Employee") and THE DEPARTMENT OF PUBLIC WORKS (hereinafter "Management") as follows:

RECITALS

A. The Employee has initiated the above appeal, challenging her purported termination as a classified employee by the Department of Public Works.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for the above Adverse Action Appeal in order to provide for certain arrangements in full settlement and discharge of the Appeal referenced herein upon the terms and conditions set forth herein.

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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:

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

2. **Employee's Obligation.**

- 2.1 Employee agrees that the referenced Adverse Action and all associated documentation shall be rescinded and expunged from all files by Management; and
- 2.2 Employee agrees that upon approval of the Agreement she shall accept a transfer to the Office of the Governor in an unclassified position with an annual salary of not less than \$61,796 per year, and that at the Governor's discretion she will be detailed from the Office of the Governor to the Department of Land Management to fill the position of Planner IV at an annual salary of not less than \$61,796.00.
- 2.3 Employee shall withdraw and dismiss the referenced Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal with prejudice.

3.3 Employee agrees that that she shall pay Employee's attorney's fees incurred in conjunction with the Adverse Action Appeal and shall hold Management harmless for the same.

3. Management's Obligation.

3.1 Management shall rescind and expunge from all files both its Notices of Proposed and Final Adverse Action referenced herein from the employee's records; and,

3.2 Management agrees that, at the time Employee is transferred to the Office of the Governor, it shall pay Employee for all unpaid salary and benefits, including Retirement, annual leave and sick leave, which have accrued from the date of the Notice of Final Adverse Action through the date of her transfer to the Office of the Governor. Calculations and computation for this purpose shall be performed by the Department of Administration, but Employee estimates, as of May 2, 2015 the amount to be paid to Employee is \$38,688.51, which amount is not binding.

4. Performance Accepted. The parties agree and acknowledge that:

- (a) they accept performance of their respective obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues;
- (b) 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 party; and,

(c) no past or present wrong doing on the part of the parties shall be implied by this Agreement.

5. **Additional Documents.** The 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 it has received independent advice from its respective attorney 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 it 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 it has carefully read this Agreement, that it knows the contents of this Agreement, and that it 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.

Date: June 8, 2015



JOSEPHINE U. TORRES
Employee

DEPARTMENT OF PUBLIC WORKS

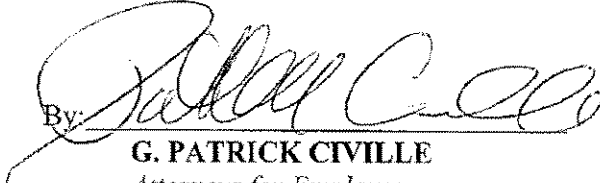
Date: June 19, 2015



GLENN LEON GUERRERO
Management

CIVILLE & TANG, PLLC


Date: June 8, 2015

By: 

G. PATRICK CIVILLE
*Attorneys for Employee
Josephine U. Torres*

OFFICE OF THE ATTORNEY GENERAL

Date: June 23, 2015

By: 
MARIANNE WOŁOSCHUK
Attorneys for Management