

GOVERNMENT OF GUAM

CIVIL SERVICE COMMISSION KUMISION I SETBISION SIBIT

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32-13-159

Office of the Speaker
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FACSIMILE INFORMATION PAGE

PLEASE DELIVER TO: Legislative Secretary
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FAX NO.: 472-3400 TOTAL PAGES: 9

(Including Cover Page)

FROM: Rachel G. Paulino
REFERENCE: Peter P. Leon Guerrero vs. BSP
12-AA19S
Judgment of Dismissal

FOR YOUR INFORMATION AS PER YOUR REQUEST

COMMENTS: Hard Copy is available at CSC

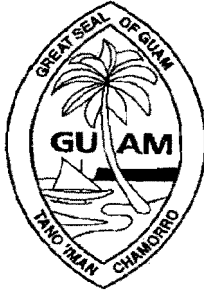
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SENT BY: rgp DATE: 3/1/2013 DAY: Friday

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BEFORE THE
GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF:

ADVERSE ACTION APPEAL
CASE NO. 12-AA19S

PETER P. LEON GUERRERO,

Employee,

vs.

JUDGMENT OF DISMISSAL

**BUREAU OF STATISTICS AND
PLANS,**

Management.

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to Stipulation of Settlement signed by both parties and submitted to the Commission on December ~~26~~²⁷, 2012, which is attached hereto.

SO ADJUDGED THIS 28th DAY OF February 2013.

Luis R. Baza

LUIS R. BAZA
Chairman

Manuel R. Pinauin

MANUEL R. PINAUI
Vice-Chairman

Priscilla T. Tuncap

PRISCILLA T. TUNCAP
Commissioner

Not Present

JOHN SMITH
Commissioner

Lourdes Hongyee

LOURDES HONGYEE
Commissioner

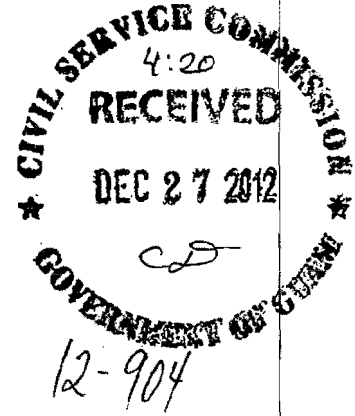
Peter P. Leon Guerrero

PETER P. LEON GUERRERO
Commissioner

Edith C. Pangelinan

EDITH C. PANGELINAN
Commissioner

ORIGINAL



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Attorneys for the Government of Guam

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

In The Matter Of:)	ADVERSE ACTION APPEAL
)	NO. 12-AA19S
PETER P. LEON GUERRERO,)	
)	
Employee,)	STIPULATION FOR SETTLEMENT
)	
vs.)	
)	
BUREAU OF STATISTICS AND PLANS,)	
)	
Employer.)	

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between
PETER P. LEON GUERRERO ("Employee") and the **BUREAU OF STATISTICS &
PLANS** ("Management") as follows:

1 **RECITALS**

2 A. Employee was served with a Notice of Proposed Adverse Action on August 15, 2012,
3 as a result of an incident that occurred on August 9, 2012, with an official vehicle.

4 The Employee was suspended for one working day as a result of a Notice of Final
5 Adverse Action issued on October 5, 2012. Employee filed a timely appeal with the
6 Civil Service Commission.

7 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement")
8 to provide for certain arrangements in full settlement of the adverse action and to
9 avoid the necessity of any further litigation relating to this matter. This Agreement sets
10 forth all of the terms and conditions between the parties, and no other agreements or
11 promises exist other than as set forth herein.

12 C. The terms and conditions of said Agreement shall become operative upon the
13 execution of this Agreement by the last of the parties to sign.

14 D. The parties request that the Civil Service Commission enter a Judgment based on all of
15 the terms of this Agreement.

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

18 **Purpose of Agreement**. Employee and Management acknowledge and agree
19 that this Agreement is a settlement and compromise of the referenced matters.
20 It is the intention of the parties by the execution of this Agreement to fully,
21 finally and completely resolve the matter between themselves as to the matters
22 referenced in the Notice of Proposed and Final Adverse Action. Both parties
23 agree to waive all rights to set aside the terms of this Agreement once it is
24 signed by both parties and adopted as part of the CSC Judgment.
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1. Employee's Obligation.

1.1 Employee shall dismiss his adverse action appeal with prejudice;

1.2 Employee shall receive and accept a letter of reprimand for the facts and circumstances indicated by Management in his Notice of Proposed Adverse Action, which shall remain in his personnel file indefinitely. The reprimand will remain in employee's personnel jacket for twelve (12) months that starts from the date the last party signs this Agreement.

1.3 Employee agrees that Management shall remove and expunge the Notice of Final Adverse Action from the employee's personnel jacket and replace it with the letter of reprimand to be issued under this Agreement and the subsequent Judgment that will be issued from the Civil Service Commission and the other terms as set forth herein.

1.4 Employee shall not use or operate an official vehicle relating to his employment at the agency unless and until he receives written notification from management. Employee agrees to comply with the current order that he not use an official vehicle until such further written notification authorizing him to use an official vehicle to perform his job duties.

1.5 Employee agrees that he shall not be entitled to receive any monies, benefits, or compensation as a result of this Agreement. Employee waives any right to back pay and benefits for the one day suspension.

1.6 Employee shall pay his own attorney's fees and costs associated with this matter, if any.

1.7 Employee waives any and all claims, known and unknown, against Management as of the date of his signature on this Agreement.

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2. Management's Obligation.

2.1 Management agrees to expunge the Notice of Final Adverse Action in this case in exchange for the employee's dismissal of his appeal, acceptance of a letter of reprimand, his waiver of any back pay and compensation, and his agreement that the Notice of Proposed Adverse Action shall remain in his personnel file. Additionally, employee agrees that he shall not use or operate an official vehicle as part of his job duties unless he receives further written authorization to do so subsequent to this Agreement.

2.2 Management shall expunge the Notice of Final Adverse Action relating to this case from the employee's personnel file after Management receives all of the following: (a) the employee's signed letter of reprimand based on the events as stated in the Notice of Proposed Adverse Action, (b) the conformed Agreement signed by all parties, and (c) the Judgment from the Civil Service Commission based on the parties' Agreement. The Judgment to be issued, this Agreement and the letter of reprimand shall replace and supersede the Notice of Final Adverse Action and shall remain in the employee's personnel file along with the Notice of Proposed Adverse Action.

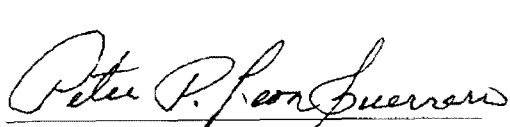
2.3 Management and the Employee agree that the employee shall not be entitled to receive any monies, benefits and/or attorney's fees and costs under this Agreement. Employee shall bear his own attorney's fees and costs.

3. Performance Accepted. The parties each agree and acknowledges: (a) that the party accepts performance of his/her obligations specified in this Agreement as a full and complete compromise of matters involving disputed

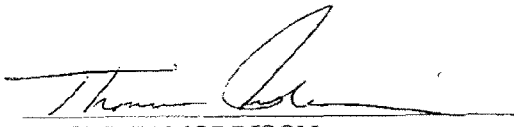
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6. **Voluntary Agreement.** Each party represents and declares that that party has carefully read this Agreement, knows the contents of this Agreement, and that each party has signed the same freely and voluntarily.

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



PETER P. LEON GUERRERO,
EMPLOYEE

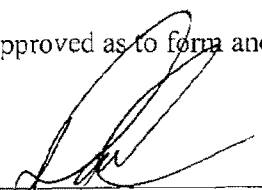


TOMMY MORRISON,
BUREAU OF STATISTICS AND PLANS

Date: 12-26-2012

Date: 12/27/12

Approved as to form and content:



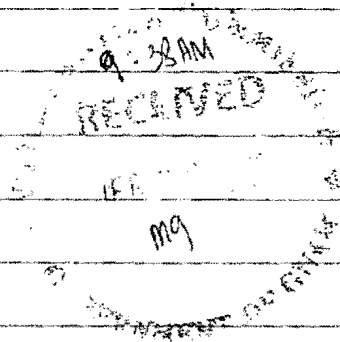
DONNA E. LAWRENCE,
Attorney for BOSP

Date: 12/27/12

12-26-2012

To: EXECUTIVE DIRECTOR OF CIVIL SERVICE COMMISSION
 Fr: PETER P. LEON GUERRERO
 Subj: WITHDRAW OF APPEAL
 REF No: 12-AA195

I WITHDRAW MY ADVERSE ACTION APPEAL WITH
 PREJUDICE EFFECTIVE DECEMBER 26, 2012,
 DO TO SETTLEMENT.



PETER P. LEON GUERRERO
 Peter P. Leon Guerrero
 9:40 AM