

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

ADVERSE ACTION
CASE NO. 12-AA16S

Jerry D. Sanchez,

Employee,

JUDGMENT OF DISMISSAL

vs.

Port Authority of Guam,
Management.

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

SO ADJUDGED THIS 13th day of June 2013.

[Signature]

LUIS R. BAZA
Chairman

[Signature]

MANUEL R. PINAUI
Vice-Chairman

NOT PRESENT

PRISCILLA T. TUNCAP
Commissioner

NOT PRESENT

JOHN SMITH
Commissioner

[Signature]

LOURDES HONGYEE
Commissioner

[Signature]

DANIEL D. LEON GUERRERO
Commissioner

[Signature]

EDITH C. PANGELINAN
Commissioner

Office of the Speaker
Judith T. Wynn, Ed. D.
Date 6/14/13
Time 1:38 PM
Received by Faith J...

2013 JUN 14 PM 1:53
[Signature]

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Guam Federation of Teachers

Timothy Fedenko
President
David C. Babauta
Lay Representative
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085



13-410

Representative for Employee

In The Matter Of:

JERRY D. SANCHEZ,

Employee,

vs.

PORT AUTHORITY OF GUAM,
Management

ADVERSE ACTION APPEAL
CASE NO.: 12-AA16S

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between **JERRY D. SANCHEZ**

✓ (“Employee”) and **PORT AUTHORITY OF GUAM** (“Management”) as follows:

RECITALS

- A. The Employee commenced an appeal against Management at the Civil Service Commission bearing Adverse Action Appeal Case No. 12-AA16S. The employee appealed from Management’s issuance of a Final Notice of Adverse issued which resulted in the employee’s suspension from August 8th 2012 to August 10th 2012.
- B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) to provide for certain arrangements in full settlement and discharge of the Appeal and upon the terms and conditions set forth herein.

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

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 matters. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this adverse action appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

2. Employee's Obligation.

2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal with prejudice.

2.2 Employee shall pay his own attorney's fees and costs.

3. Management's Obligation.

3.1 Management shall expunge all adverse action documents filed relating to this case from the employee's personnel file.

3.2 Management shall agree to pay the employee from August 8th 2012 to August 10th 2012 and to restore any and all benefits that the employee shall have accrued during his suspension.

3.3 Management shall pay its own attorney's fees and costs associated with the Adverse Action Appeal.

4. Performance Accepted. The parties each agree and acknowledges: (a) that the party accepts performance of his/her obligations specified in this

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Agreement as a full and complete compromise of matters involving
disputed issues before the Civil Service Commission; (b) that 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 of said parties; (c) and that no past or
present wrong doing on the part of the parties shall be implied by such
negotiations.

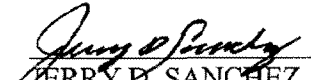
5. Additional Documents. All parties agree to cooperate fully and execute
any and all supplementary documents and take all additional actions that
may be necessary as appropriate to give full force and effect to the basic
terms and intent of this Agreement.


6. Independent Advice of Counsel. Each party represents and declares that
that party has received independent advice from its respective attorneys 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 that party 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 that party
has carefully read this Agreement, knows the contents of this Agreement,
and that each party has signed the same freely and voluntarily.

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

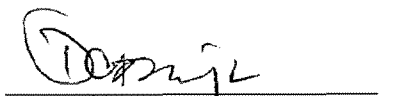
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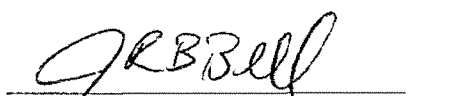

JERRY D. SANCHEZ,
Employee


JOANNE BROWN,
Director

Date: 5.23.2013

Date: 5/16/13


DAVID BABAUTA,
Lay representative for Employee


JOHN BELL,
Port Authority of Guam Legal Counsel

Date: 5.23.2013

Date: 5/16/13