



Speaker Won Pat <speaker@judiwonpat.com>

**Fw: Civil Service Commission Judgments**

Speaker Won Pat <speaker@judiwonpat.com>

Mon, Oct 19, 2015 at 10:27 AM

To: Guam Legislature Clerks Office <clerks@guamlegislature.org>

10/19/2015 10/15/2015 Civil Service Commission via The Office of Senator Tina Rose Muña Barnes

CSC Judgments; Adverse Action Appeal Case No. 13-AA19S Judgment of Dismissal; Adverse Action Appeal Case No. 13-AA15S Judgment of Dismissal; 33-15-0965 Adverse Action Appeal Case No 13-AA21T Judgment of Dismissal

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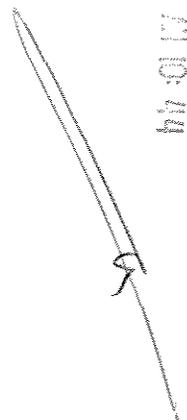
*Ufisinan I Etmás Ge'helo'Gi Liheslaturan Guåhan*  
**Office of Speaker Judith T. Won Pat, Ed.D.**  
*Kumiten Idukasion Tinakhelo', Kottura, Laibirihan Pubbleko siha yan Asunton Famalao'an*  
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**3 attachments**

- Cristito L Cali vs DPW 13-AA19S (10-15-15).pdf**  
240K
- Franklin Calvo vs PORT 13-AA15S (10-15-15).pdf**  
111K
- Jeffrey W Cruz vs DYA 13-AA21T (10-15-15).pdf**  
224K

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33-15-0965

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

Date: 10/19/15  
 Time: 10:38AM  
 Received By: CR

0965



BEFORE THE  
 GUAM CIVIL SERVICE COMMISSION  
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

CRISTITO L. CALI,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

ADVERSE ACTION APPEAL  
 CASE NO. 13-AA19S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 15<sup>th</sup> day of October, 2015.

  
 LUIS R. BAZA  
 Chairman

  
 DANIEL D. LEON GUERRERO  
 Vice-Chairman

  
 PRISCILLA T. TUNCAP  
 Commissioner

JOHN SMITH  
 Commissioner

  
 LOU HONGYEE  
 Commissioner

  
 EDITH C. PANGELINAN  
 Commissioner

**ORIGINAL**

**Guam Federation of Teachers**

Before the Civil Service Commission  
In the Government of Guam

**IN THE MATTER OF:  
CRISTITO L. CALI**

Employee,

vs.

**DEPARTMENT OF PUBLIC WORKS,**

Management.

**CASE NO#13-AA19S**

**WITHDRAWAL OF ADVERSE  
ACTION APPEAL WITH  
PREJUDICE**

***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.

Submitted on the 19 day of May, 2015 by:

*Cristito L. Cali*  
CRISTITO L. CALI  
Employee

*David C Babauta*  
DAVID C BABAUTA  
GFT Representative



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

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

9 **2. Employee's Obligation.**

10 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil  
11 Service Commission and request that the Commission dismiss the  
12 Appeal with prejudice.

13 2.2 Employee shall pay his own attorney's fees and costs.

14 **3. Management's Obligation.**

15 3.1 Management shall expunge the adverse action from the employee's  
16 file.

17 3.2 Management shall pay its own attorney fees and costs

18 **4. Performance Accepted.** The parties each agree and acknowledges: (a)  
19 that the party accepts performance of his/her obligations specified in this  
20 Agreement as a full and complete compromise of matters involving  
21 disputed issues before the Civil Service Commission; (b) that the  
22 negotiations for this settlement (including all statements, admissions or  
23 communications) by the parties or their attorneys or representatives shall  
24 not be considered admissions by any of said parties; (c) and that no past or  
25

1 present wrong doing on the part of the parties shall be implied by such  
2 negotiations.

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

7 **6. Independent Advice of Counsel.** Each party represents and declares that  
8 that party has received independent advice from its respective attorneys or  
9 representative with respect to the advisability of making the settlement  
10 provided for herein and with respect to the advisability of executing this  
11 Agreement. Each party further represents and declares that that party has  
12 not relied upon any statement or representation by the other party or of  
13 any of its partners, agents, employees, or attorneys in executing this  
14 Agreement or in making the settlement provided for herein, except as  
15 expressly provided for herein.

16 **7. Voluntary Agreement.** Each party represents and declares that that party  
17 has carefully read this Agreement, knows the contents of this Agreement,  
18 and that each party has signed the same freely and voluntarily.  
19  
20  
21  
22  
23  
24  
25

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

3  
4 Cristito L Cali  
5 **CRISTITO CALI,**  
6 **Employee**

Glenn Leon Guerrero  
7 **GLENN LEON GUERRERO,**  
8 **Director Department of Public Works**  
9 *acting*

10 Date: 5.19.2015

11 Date: 5/20/2015

12 David Babauta  
13 **DAVID BABAUTA,**  
14 **Lay Representative for Employee**

15 Benjamin Abrams  
16 **BENJAMIN ABRAMS,**  
17 **Legal Counsel for Management**

18 Date: 5.19.2015

19 Date: 19-5-2015



BEFORE THE  
 GUAM CIVIL SERVICE COMMISSION  
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

FRANKLIN L. CALVO,

Employee,

vs.

PORT AUTHORITY OF GUAM,

Management.

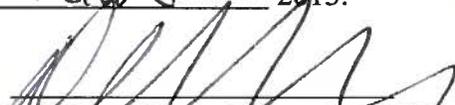
ADVERSE ACTION APPEAL  
 CASE NO. 13-AA15S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulation for Dismissal signed by both parties, attached hereto.

SO ADJUDGED THIS 15<sup>th</sup> day of October, 2015.

  
 LUIS R. BAZA  
 Chairman

  
 DANIEL D. LEON GUERRERO  
 Vice-Chairman

  
 PRISCILLA T. TUNCAP  
 Commissioner

JOHN SMITH  
 Commissioner

  
 LOU HONGYEE  
 Commissioner

  
 EDITH C. PANGELINAN  
 Commissioner

ORIGINAL





BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JEFFREY W. CRUZ,

Employee,

vs.

DEPARTMENT OF YOUTH AFFAIRS,

Management.

ADVERSE ACTION APPEAL  
CASE NO. 13-AA21T

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 15<sup>th</sup> day of October 2015.

LUIS R. BAZA  
Chairman

DANIEL D. LEON GUERRERO  
Vice-Chairman

PRISCILLA T. TUNCAP  
Commissioner

JOHN SMITH  
Commissioner

LOU HONGYEE  
Commissioner

EDITH C. PANGELINAN  
Commissioner

ORIGINAL



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

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

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

12 **2. Employee's Obligation.**

13 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil  
14 Service Commission and request that the Commission dismiss the  
15 Appeal with prejudice.

16 2.2 Employee agrees to submit a Letter of Resignation dated August 30,  
17 2013.

18 2.3 Employee agrees to pay his own attorney fees and costs.

19 **3. Management's Obligation.**

20 3.1 Management shall expunge the Final Notice of Adverse Action filed  
21 relating to this case from the employee's personnel file.

22 3.2 Management agrees to a Letter of Resignation from the employee  
23 effective August 30, 2013.

24 3.3 Management shall back pay the employee from May 30, 2013 to  
25 August 30, 2013.

1 3.4 Management shall reimburse all employees' benefits, including but  
2 not limited to sick and annual leave, retirement benefits, and all other  
3 benefits due and owed to the employee under Guam law for the said  
4 time period.

5 3.5 Management shall pay its own attorney fees and costs

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

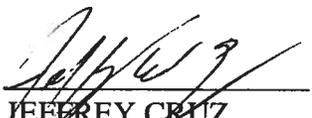
15 **5. Additional Documents.** All parties agree to cooperate fully and execute  
16 any and all supplementary documents and take all additional actions that  
17 may be necessary as appropriate to give full force and effect to the basic  
18 terms and intent of this Agreement.

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

1 Agreement or in making the settlement provided for herein, except as  
2 expressly provided for herein.

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

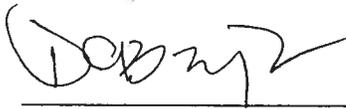
7  
8 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date  
9 written by their respective names:  
10

11  
12   
13 JEFFREY CRUZ,  
Employee

14  
15   
16 ADONIS MENDIOLA,  
Director Department of Corrections

17  
18 Date: 7/30/2015

19  
20 Date: 7/30/15

21  
22   
23 DAVID BABAUTA,  
Lay Representative for Employee

24  
25   
MONTY MAY Esq,  
Legal Counsel for Management

Date: 7.30.2015

Date: 7/30/15