



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 15th 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

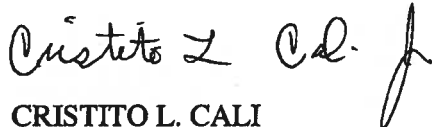
**WITHDRAWAL OF ADVERSE
ACTION APPEAL WITH
PREJUDICE**


***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
Employee


DAVID C BABAUTA
GFT Representative

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Guam Federation of Teachers

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15-554



Representative for Employee

In The Matter Of:

CRISTITO L. CALI,

Employee,

vs.

**DEPARTMENT OF PUBLIC WORKS,
Management.**

) ADVERSE ACTION APPEAL
) CASE NO.: 13-AA19S
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) **STIPULATION FOR SETTLEMENT**
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THIS STIPULATION OF SETTLEMENT is by and between **CRISTITO L. CALI** (“Employee”) and **DEPARTMENT OF PUBLIC WORKS** (“Management”) as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 13-AA19S. The employee appealed from Management’s issuance of a Final Notice of Adverse issued which resulted in a Four Day (4) day suspension.
- 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.
- 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.

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.
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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,
Employee

6 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