



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

Jerry D. Sanchez,

Employee,

vs.

Port Authority of Guam,
Management.

ADVERSE ACTION
CASE NO. 12-AA16S

JUDGMENT OF DISMISSAL

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.

Luis R. Baza
LUIS R. BAZA
Chairman

Manuel R. Pinaun
MANUEL R. PINAUN
Vice-Chairman

NOT PRESENT
PRISCILLA T. TUNCAP
Commissioner

NOT PRESENT
JOHN SMITH
Commissioner

Lourdes Hongyee
LOURDES HONGYEE
Commissioner

Daniel D. Leon Guerrero
DANIEL D. LEON GUERRERO
Commissioner

Edith C. Pangelinan
EDITH C. PANGELINAN
Commissioner

ORIGINAL



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.

ORIGINAL

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

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

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

11 2. **Employee's Obligation.**

12 2.1 Employee shall withdraw the Appeal from the Civil Service
13 Commission and request that the Commission dismiss the Appeal
14 with prejudice.

15 2.2 Employee shall pay his own attorney's fees and costs.

16 3. **Management's Obligation.**

17 3.1 Management shall expunge all adverse action documents filed relating
18 to this case from the employee's personnel file.

19 3.2 Management shall agree to pay the employee from August 8th 2012 to
20 August 10th 2012 and to restore any and all benefits that the employee
21 shall have accrued during his suspension.

22 3.3 Management shall pay its own attorney's fees and costs associated
23 with the Adverse Action Appeal.

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

1 Agreement as a full and complete compromise of matters involving
2 disputed issues before the Civil Service Commission; (b) that the
3 negotiations for this settlement (including all statements, admissions or
4 communications) by the parties or their attorneys or representatives shall
5 not be considered admissions by any of said parties; (c) and that no past or
6 present wrong doing on the part of the parties shall be implied by such
7 negotiations.

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

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

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

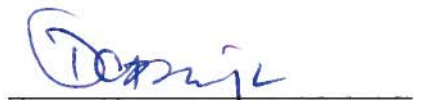
1 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date
2 written by their respective names:


3
4
5 
6 **JERRY D. SANCHEZ,**
Employee


JOANNE BROWN,
Director

7
8 Date: 5.23.2013

Date: 5/16/13

9
10 
11 **DAVID BABAUTA,**
Lay representative for Employee


JOHN BELL,
Port Authority of Guam Legal Counsel

12
13 Date: 5.23.2013

Date: 5/16/13