BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

JOHN C. CABRERA,
Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,
Management.

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Stipulated Settlement signed by both parties on February 12, 2015, attached hereto.

SO ADJUDGED THIS 26th day of March 2015.

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAP
Commissioner

LOU HONG YEE
Commissioner

EDITH C. PANGELINAN
Commissioner

MANUEL R. PINAUNIN
Vice-Chairman

JOHN SMITH
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

Judgment of Dismissal
CASE NO. 13-AA33S
TO: THE CIVIL SERVICE COMMISSION OF GUAM

THIS SETTLEMENT STIPULATION AND AGREEMENT, is by and between JOHN C. CABRERA ("Employee") and DEPARTMENT OF PUBLIC WORKS ("Management"), as follows:

REQUITALS

A. Employee instituted an appeal against Management of the 27 November 2013 Final Notice of Adverse Action issued by the Department of Public Works which suspended him for 3 days in his
position as a DPW, school bus driver.

B. This Stipulation is entered in the context of Employee's work performance evaluations since the inception of his employment with DPW in January of 2005, indicating that he has met or exceeded applicable work performance standards and this being school bus damage claim against him in the 9 years Employee has been employed by DPW as a school bus driver.

C. The Parties hereby enter this Settlement Stipulation as their agreement for an expeditions resolution of Employee's adverse action appeal in full disposition and discharge thereof, upon what they deem to be fair and equitable grounds contained in the following terms and conditions which shall become final upon execution hereof.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties formally agree, intending to be legally bound thereby, as follows:

1. Purpose. Employee and Management acknowledge and agree that this Stipulation is a full settlement and compromise of Employee's adverse action appeal. It is the intent of the Parties by their execution of this Stipulation hereinbelow, to fully, finally and completely resolve all disputes between them regarding this matter, as provided for herein.

2. Employee's Obligations.

2.1 Employee hereby withdraws his appeal and requests that the Commission dismiss with prejudice Civil Service Appeal case No. 13AA33S.

2.2 Employee hereby waives any pay or back pay and employment benefits lost resulting from the discipline imposed by Management in the Adverse Action from which Employee has taken his appeal, to which he would otherwise be entitled, as leave without pay, during the period of 2 - 4 December 2013.

2.3 Employee further agrees to a one year probation, during which time he shall not commit any further infractions, which will lead to progressive discipline, including possible termination.
of employment.

3. **Management's Obligations.** Provided Employee commits no infractions during 12 months from the date of execution hereof, all documents related to the Adverse Action shall be expunged from Employee's personnel file and a filed copy of this Settlement Agreement will be the only document reflecting CSC Adverse Action Appeal Case No. 13-AA33S as part of Employee's personnel jacket.

4. **Performance Accepted.** The Parties agree and acknowledge: (a) that they accept performance of their obligations specified in this Stipulation as a full and complete compromise of matters involving disputed issues; (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 by any of said Parties or the CSC; (c) and that no past or present wrongdoing on the part of the Parties shall be implied by such negotiations.

5. **Additional Documents.** The Parties agree to cooperate fully and execute any and all supplementary documents and take all additional action that may be necessary or as appropriate to give full force and effect to the basic terms and intent of this Stipulation.

6. **Independent Advice of Counsel.** Each Party represents and declares that it has received independent advice from its attorney or representative with respect to the advisability of making the settlement framed by this agreement and with respect to the advisability of executing this Settlement Stipulation. Each Party further represents and declares that it 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 Stipulation or in making the settlement provided for herein, except as expressly provided for herein.

7. **Voluntary Agreement.** Each Party represents and declares that it has carefully read the agreed content of this Stipulation, that it understands such content, and has signed this Stipulation.
freely and voluntarily.

IN WITNESS WHEREOF, the Parties hereby execute this Stipulation, on the dates written by their names below.

Employee:

[Signature]
John C. Cabrera (12 February 2015)

Employee's Lay Representative:

[Signature]
Jolene Marie P. Cabrera 2/12/15

Department of Public Works, Management:

By: [Signature]
Franklin P. Taitano

OFFICE OF THE ATTORNEY GENERAL:
Elizabeth Barrett-Anderson, Attorney General

By: [Signature]
Benjamin M. Abrams, Assistant Attorney General