



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

JOHN C. CABRERA,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA33S

JUDGMENT OF DISMISSAL

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

MANUEL R. PINAUIN
Vice-Chairman

PRISCILLA T. TUNCAF
Commissioner

JOHN SMITH
Commissioner

LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

EDITH C. PANGELINAN
Commissioner

ORIGINAL

1A
2/16/15
2



Office of the Attorney General
Elizabeth Barrett-Anderson
Attorney General of Guam
Litigation Division
590 S. Marine Corps Drive
Tamuning, Guam 96913 • USA
(671) 475-3324 • (671) 472-2493 (Fax)
www.guamag.org

Attorneys for Management

BEFORE THE CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

ADVERSE ACTION APPEAL CASE NO. 13-AA33S

JOHN C. CABRERA,)
)
 Employee,)
)
 vs.)
)
DEPARTMENT OF PUBLIC WORKS,)
)
 Management.)
)

STIPULATED SETTLEMENT

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:

RECITALS

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

1 position as a DPW, school bus driver.

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

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

10 NOW THEREFOR, for and in consideration of the mutual promises set forth herein, the Parties
11 formally agree, intending to be legally bound thereby, as follows:
12

13 1. Purpose. Employee and Management acknowledge and agree that this Stipulation is a full
14 settlement and compromise of Employee's adverse action appeal. It is the intent of the Parties by their
15 execution of this Stipulation hereinbelow, to fully, finally and completely resolve all disputes between
16 them regarding this matter, as provided for herein.
17

18 2. Employee's Obligations.

19 2.1 Employee hereby withdraws his appeal and requests that the Commission dismiss
20 with prejudice Civil Service Appeal case No. 13AA33S.
21

22 2.2 Employee hereby waives any pay or back pay and employment benefits lost
23 resulting from the discipline imposed by Management in the Adverse Action from which Employee
24 has taken his appeal, to which he would otherwise be entitled, as leave without pay, during the period
25 of 2 - 4 December 2013.

26 2.3 Employee further agrees to a one year probation, during which time he shall not
27 commit any further infractions, which will lead to progressive discipline, including possible termination
28

page 2 of 4 pages

1 of employment.

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

7
8 4. Performance Accepted. The Parties agree and acknowledge: (a) that they accept
9 performance of their obligations specified in this Stipulation as a full and complete compromise of
10 matters involving disputed issues; (b) that the negotiations for this settlement (including all statements,
11 admissions or communications by the Parties or their attorneys or representatives, shall not be
12 considered by any of said Parties or the CSC; (c) and that no past or present wrongdoing on the part of
13 the Parties shall be implied by such negotiations.

14
15 5. Additional Documents. The Parties agree to cooperate fully and execute any and all
16 supplementary documents and take all additional action that may be necessary or as appropriate to give
17 full force and effect to the basic terms and intent of this Stipulation.

18
19 6. Independent Advice of Counsel. Each Party represents and declares that it has received
20 independent advice from its attorney or representative with respect to the advisability of making the
21 settlement framed by this agreement and with respect to the advisability of executing this Settlement
22 Stipulation. Each Party further represents and declares that it has not relied upon any statement or
23 representation by the other Party or of any of its partners, agents, employees or attorneys in executing
24 this Stipulation or in making the settlement provided for herein, except as expressly provided for
25 herein.


26
27 7. Voluntary Agreement. Each Party represents and declares that it has carefully read the
28 agreed content of this Stipulation, that it understands such content, and has signed this Stipulation

1 freely and voluntarily.

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

4 Employee:

Department of Public Works, Management:


5
6
7
8 
9 John C. Cabrera (12 February 2015)

By: 
Franklin P. Taitano
GLENN LEON GUERRA

10 Employee's Lay Representative:

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

11
12
13 
14 Jolene Marie P. Cabrera 2/12/15

By: 
Benjamin M. Abrams,
Assistant Attorney General