

BEFORE THE
GUAM CIVIL SERVICE COMMISSION



IN THE MATTER OF:

KEVIN GUERRERO,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO. 13-AA25S

WHISTLEBLOWER COMPLAINT
CASE NO. 13-WB-02

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and Whistleblower Complaint signed by Employee and Lay Representative on November 18, 2014, and Stipulation of Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 6th DAY OF January 2015.

Luis R. Baza
LUIS R. BAZA
Chairman

Manuel R. Pinauin
MANUEL R. PINAUIN
Vice-Chairman

Priscilla T. Tuncap
PRISCILLA T. TUNCAP
Commissioner

John Smith
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

MM

Guam Federation of Teachers



Before the Civil Service Commission
In the Government of Guam

IN THE MATTER OF:
KEVIN GUERRERO

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

CASE NO#13-AA25S
CASE NO#13-WB-02

**WITHDRAWAL OF ADVERSE
ACTION APPEAL AND WHISTLE
BLOWER COMPLAINT WITH
PREJUDICE**

14-1083
14-1084


**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 and Whistle Blower Complaint. Management and the Employee have come to a Settlement Agreement; of which an integral portion thereof is a dismissal of the Civil Service Commission Case #14-AA25S and 13-WB-02.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case; in accordance with the above referenced Settlement Agreement with Management.

Submitted on the 18 day of November, 2014 by:


KEVIN GUERRERO
Employee


DAVID C BABAUTA
GFT Representative

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



14-941
14-942

Representative for Employee

In The Matter Of:

KEVIN GUERRERO,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Employer.

**CIVIL SERVICE COMMISSION
ADVERSE ACTION APPEAL
CASE NO.: 13-AA25S**

SETTLEMENT STIPULATION

THIS STIPULATION OF SETTLEMENT is made this 30 day of Sept., 2014;

by and between **KEVIN GUERRERO** (“Employee”) and **GUAM POLICE**

DEPARTMENT (“Management”) and its terms and conditions are as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 13-AA25S. The employee appealed Management’s issuance of a Final Notice of Adverse issued which resulted in a Five Day (5) 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.

Rec'd

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 Adverse Action Appeal and Whistle
13 Blower Complaint

14 2.2 Employee shall pay his own attorney's fees and costs.

15 **3. Management's Obligation.**

16 3.1 Management shall expunge the Notice of Proposed Adverse Action
17 and Final Notice of Adverse Action.

18 3.2 Management shall back pay employee all wages and benefits for the
19 five (5) day suspension as listed in the Final Notice of Proposed
20 Adverse Action dated July 9, 2013.

21 3.3 Management agrees to treat the employee fair and equitably; equally
22 as with all other employees

23 3.4 Management shall pay its own attorney's fees and costs.

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

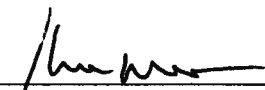
1 Agreement as a full and complete compromise of matters involving
2 disputed issues before the Civil Service Commission; (b) that the
3 negotiations for this settlement (including all statements, admissions or
4 communications) by the parties or their attorneys or representatives shall
5 not be considered 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 **KEVIN GUERRERO,**
Employee

7
8 
9 **FRED BORDALLO,**
Chief of Police, Guam Police Department

10
11 Date: 9/30/14

12
13 Date: 9/29/14

14
15 
16 **DAVID BABAUTA,**
Lay representative for Employee

17
18 
19 **MONTY MAY,**
Assistant Attorney General

20
21 Date: 9/30/14

22
23 Date: 9/26/14