



**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



IN THE MATTER OF:

MANUEL PEREZ,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

**ADVERSE ACTION APPEAL
CASE NOS.: 17-AA04D and
17-AA08T**

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation of Settlement, attached hereto.

SO ADJUDGED THIS 15th day of August 2017.


EDITH PANGELINAN
Chairperson


LOURDES HONGYEE
Vice-Chairperson

Not Present
PRISCILLA T. TUNCAP
Commissioner


JOHN SMITH
Commissioner


CATHERINE GAYLE
Commissioner


MICHAEL G. TOPASNA
Commissioner

JUDGMENT OF DISMISSAL

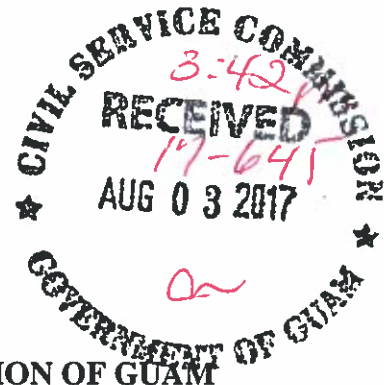
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Manuel Perez vs. Guam Police Department

Adverse Action Appeal Case Nos.: 17-AA04D and 17-AA08T



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 2 Guam Federation of Teachers
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7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **MANUEL PEREZ,**
 9 **Employee,**

ADVERSE ACTION APPEALS
CSC Case No: 17-AA04D & 17-AA08T

10 **vs.**

STIPULATION OF SETTLEMENT

11 **GUAM POLICE DEPARTMENT,**
 12 **Management.**

13 To: The Civil Service Commission of Guam.

14
 15 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
 16 **MANUEL PEREZ** (hereinafter "Employee") and the **GUAM POLICE DEPARTMENT**
 17 (hereinafter referred to as "Management") as follows:

18 **RECITALS**

19 A. Whereas, the Employee commenced two adverse action appeals with the Civil Service
 20 Commission of Guam for Demotion (Ref. CSC Case no. 17-AA04D) and for a subsequent
 21 Termination (Ref. CSC Case no. 17-AA08T).

22 B. The parties desire to enter into this global Settlement Agreement (hereinafter
 23 "Agreement") for all matters in order to provide for certain arrangements in full settlement and
 24 discharge of both Appeals in fair and equitable means and upon the terms and conditions set
 25 forth herein.

26 C. The terms and conditions of said Agreement shall become operative upon execution of
 27 this Agreement evidenced by the signatories of the parties and approval of the Civil Service
 28 Commission.



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

3 **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this
4 Agreement is a Settlement and Compromise of both referenced adverse action appeals. It is the
5 intention of the parties by the execution of this Agreement to fully, finally and completely
6 resolve all disputes between them regarding these matters, in the manner more specifically set
7 forth in the terms of this Agreement that follow.

8 **2. Employee's Obligation.**

9 2.1 Employee shall withdraw from the Civil Service Commission and request that the
10 Commission dismiss Adverse Appeal 17-AA04D with prejudice;

11 2.2 Employee shall withdraw from the Civil Service Commission and request that the
12 Commission dismiss Adverse Appeal 17-AA08T with prejudice;

13 2.3 Employee agrees to resign from his position of police officer effective June 19, 2017 at
14 11:20 am;

15 2.4 Employee expressly agrees that this is a global settlement agreement and that no back
16 pay, fees or compensation of any form associated with either the demotion, termination or
17 appeals (of the same) are due either party. Employee expressly agrees that this is the final
18 disposition of both of the above referenced demotion and termination appeals; and

19 2.5 Employee agrees that he shall not pursue re-employment with the Guam Police
20 Department in the future.

21 **3. Management's Obligation.**

22 3.1 Management agrees to rescind its adverse action demoting the Employee at 8:00 am on
23 March 15, 2017;

24 3.2 Management agrees to rescind its adverse action terminating the Employee on June 19,
25 2017 at 11:20 am;

26 3.3 Management agrees to accept the Employee's Letter of Resignation effective June 19,
27 2017 at 11:20 am;

28 3.4 Management expressly agrees that this is a global settlement agreement and that no back
pay, fees or compensation of any form associated with either the demotion, termination or
appeals (of the same) are due either party. Management expressly agrees that this is the final
disposition of both of the above referenced demotion and termination appeals; and



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3.5 Management agrees that the employee shall not be re-employed with the Guam Police Department in the future.

4. **Performance Accepted.** The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in this Agreement 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 of their attorneys or representative) shall not be considered by any of said parties; (c) and that no past or present wrongdoing on the part of the parties shall be implied by such negotiations.

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

6. **Independent Advice of Counsel.** Each party represents and declares that it has received independent advice from its respective attorneys and representative with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement. 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 Agreement 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 this Agreement, that it knows the contents of this Agreement, and that it has signed the same freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by their respective names.

For Employee:

MANUEL PEREZ, Employee

For Management:

JOSEPH I. CRUZ, CHIEF OF POLICE

Date: 7/13/17

Date: 8/2/17

MANUEL PEREZ
PO Box 3949,
Hagatna, Guam 96932

Mr. Joseph Cruz, Chief Of Police,

Please accept my resignation from my position of Police Officer effective June 19, 2017 at 11:20 am.
Thank you.



MANUEL PEREZ