



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



IN THE MATTER OF:

STEVEN CRUZ,

Employee,

vs.

GUAM POWER AUTHORITY,

Management.

**LAYOFF APPEAL
CASE NO.: 18-LPA01**

**BAD FAITH APPEAL
CASE NO.: 18-BFA01**

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 19th day of March 2019.



LUIS R. BAZA
Chairperson



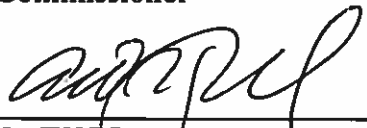
LOURDES HONGYEE
Vice-Chairperson



PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner



CATHERINE GAYLE
Commissioner

JUDGMENT OF DISMISSAL

Steven Cruz vs. Guam Power Authority

Layoff Appeal Case No.: 18-LPA01 and Bad Faith Appeal Case No.: 18-BFA01



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
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5 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

7 **STEVEN CRUZ**

8 **Employee,**

9 **vs.**

10 **GUAM POWER AUTHORITY,**

11 **Management.**

12 **LAYOFF APPEAL**

13 **CSC Case No: 18-LPA01 and 18-BFA01**

14 **STIPULATION OF SETTLEMENT**

15 To the Civil Service Commission of Guam.

16 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between

17 **STEVEN CRUZ**, (hereafter referred to as "Employee") and the **GUAM POWER**

18 **AUTHORITY**, (hereinafter referred to as "Management") as follows:

19 **RECITALS**

- 20 A. The Employee was laid off by GPA on October 30, 2018 and commenced an appeal of
- 21 the layoff with the Civil Service Commission on September 14, 2018; and,
- 22 B. In the interest of fairness and equity, the Parties desire to enter into this Settlement
- 23 Agreement (hereinafter "Agreement") for this and all substantially similar pending
- 24 matters in order to provide for certain arrangements in full settlement and discharge of
- 25 the Appeals and Complaints in accordance with the terms and conditions set forth herein.
- 26 C. The terms and conditions of said Agreement shall become operative upon execution of
- 27 this Agreement.

ORIGINAL



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 the referenced matter. It is the intention of
5 the Parties by the execution of this Agreement to fully, finally and completely resolve all
6 disputes between them regarding these matters, in the manner more specifically set forth in
7 the terms of this Agreement that follow.

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

9 2.1 Employee hereby withdraws his Layoff Appeals 18-LPA01 and 18-BFA01 from the
10 Civil Service Commission and requests that the Commission dismiss those appeals with
11 prejudice.

12 2.2 Employee agrees he will accept payment of eight thousand dollars (\$8,000.00) as full
13 and complete settlement of all pending matters responsive to his employment an Layoff with
14 the Guam Power Authority. There shall no deductions from this settlement amount and all
15 taxes stemming from this settlement agreement shall be the sole responsibility of the
16 employee alone.

17 2.3 Employee further agrees to forever release, acquit and discharge GPA and it respective
18 employees and managers against all claims, actions, causes of action of any kind whether
19 known or unknown.

20 2.4 Employee agrees that he shall not seek reemployment with the Guam Power Authority.

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

22 3.1 Management agrees that it shall pay the Employee the exact amount of eight thousand
23 dollars (\$8,000.00) as full and complete settlement of this matter pursuant to the terms of this
24 agreement.

25 **4. Performance Accepted.** The Parties agree and acknowledge: (a) that they accepts
26 performance of the obligations specified in this Agreement as a full and complete
27 compromise of matters involving disputed issues; (b) that the negotiations for this settlement
28 (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
wrong doing on the part of the Parties shall be implied by such negotiations.



1 **5. Additional Documents.** All Parties agree to cooperate fully and execute any and all
 2 supplementary documents and take all additional actions that may be necessary as
 3 appropriate to give full force and effect to the basic terms and intent of this Agreement within
 4 thirty (30) days of its effective date.

5 **6. Independent Advice of Counsel.** Each party represents and declares that it has received
 6 independent advice from its respective attorneys and representative with respect to the
 7 advisability of making the settlement provided for herein and with respect to the advisability
 8 of executing this Agreement. Each Party further represents and declares that it has not relied
 9 upon any statement or representation by the other Party or of any of its partners, agents,
 10 employees, or attorneys in executing this Agreement or in making the settlement provided for
 11 herein, except as expressly provided for herein.

12 **7. Voluntary Agreement.** Each Party represents and declares that it has carefully read this
 13 Agreement, that it knows the contents of this Agreement, and that it has signed the same
 14 freely and voluntarily.

15 **IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date written
 16 by their respective names.

17 **For Employee:**

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 20 **STEVEN CRUZ**
 Employee

For Management:

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 27
 28 **JOHN M. BENAVENTE, P.E.**
 General Manager

Transmission Report

Date/Time
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CIVIL SERVICE COMMISSION

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



IN THE MATTER OF:
CHRISTOPHER FLORIG,

Employee,

vs.
GUAM FIRE DEPARTMENT,


Management.


**ADVERSE ACTION APPEAL
CASE NO.: 18-AA07T**


ORDER AFTER HEARING


This matter came on to be heard the 7th day of March, 2019, for a status hearing. Present were Edwin Torres, Esquire, representing Employee, and Donna Lawrence, Assistant Attorney General, representing Management. The Commission voted 5-0 to appoint Administrative Counsel, Eric D. Miller to be the Administrative Law Judge to hear the pre-hearing motions in this matter.

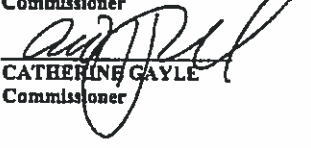
SO ORDERED THIS 19th day of March 2019.


LUIS R. BAZA
 Chairperson


LOURDES HONGYEE
 Vice-Chairperson


PRISCILLA T. TUNCAP
 Commissioner


JOHN SMITH
 Commissioner


CATHERINE GAYLE
 Commissioner

ORDER AFTER HEARING
Christopher Florig vs. Guam Fire Department
 Adverse Action Appeal Case No.: 18-AA07T

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Abbreviations:

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|------------------|-------------------|------------------------|--------------------------|
| HS: Host send | PL: Polled local | MP: Mailbox print | TS: Terminated by system |
| HR: Host receive | PR: Polled remote | RP: Report | G3: Group 3 |
| WS: Waiting send | MS: Mailbox save | FF: Fax Forward | EC: Error Correct |
| | | TU: Terminated by user | |



Susan Corbin <susan.corbin@csc.guam.gov>

Civil Service Commission Judgments

1 message

Susan Corbin <susan.corbin@csc.guam.gov>
To: officeofsenatorshelton@guamlegislature.org

Wed, Mar 20, 2019 at 9:16 AM

Hafa Adai Senator Shelton: Please find attached the judgments executed by the Civil Service Commission in its meeting of March 19, 2019. This is mandated under 4 GCA, Section 4403. Thank you.

Susan Corbin
Legal Secretary
Civil Service Commission
Tel: 647-1855

**Civil Service Commission Judgments Executed on March 19, 2019.pdf**
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