

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

MICHAELANGELO CRUZ,

Employee,

vs.

GUAM WATERWORKS
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 21-AA01T

JUDGMENT OF DISMISSAL

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

SO ADJUDGED this 6th day of April, 2021.

JUAN K. CALVO
Chairman

JOHN SMITH
Vice Chairman

PRISCILLA T. TUNCAP
Commissioner

(Absent)

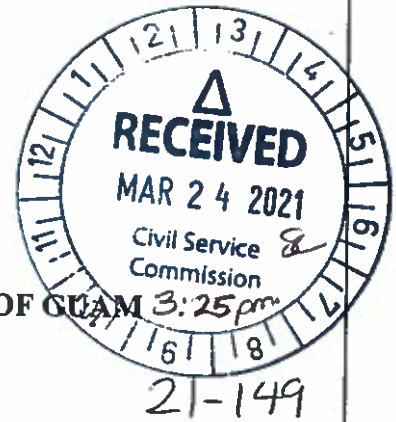
EMILIA F. RICE
Commissioner

ANTHONY P. BENAVENTE
Commissioner

ROBERT C. TAITANO
Commissioner



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7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **MICHELANGELO CRUZ,**
 9 **Employee,**

ADVERSE ACTION APPEAL
Case No.: 21-AA01T

10 vs.

STIPULATED SETTLEMENT

11 **GUAM WATER WORKS AUTHORITY,**
 12 **Management.**

13 To the Civil Service Commission of Guam and opposing Management Representative of record.

14 THIS STIPULATED SETTLEMENT AND AGREEMENT, is by and between
 15 **Michelangelo Cruz** (hereinafter "Employee") and **Guam Waterworks Authority**, (hereinafter
 16 referred to as "Management") as follows:

17 **RECITALS**

18 A. The Employee commenced an Adverse Action Appeal in the Civil Service Commission on
 19 or about January 20, 2021; and,

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

24 C. The terms and conditions of said Agreement shall become operative upon execution of
 25 this Agreement.

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



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

6 **2. Employee's Obligation.**

7 2.1 Employee shall withdraw his Adverse Action Appeal from the Civil Service
8 Commission and request that the Commission dismiss Appeal 21-AA01T with prejudice
9 pursuant to the terms of this Agreement.

10 2.2 Employee agrees that he shall consent to ten (10) random drug tests at any time and
11 without warning over the twelve (12) months following his reinstatement.

12 2.3 Employee agrees that he is enrolled in a rehabilitation program by whatever name it
13 may be called and that he shall successfully complete his rehabilitation program and provide
14 Management written proof thereof. Reinstatement may occur prior to completion of the
15 program.

16 2.4 Employee agrees to be reinstated to the same or substantially comparable position and
17 salary or better.

18 2.5 Employee agrees that he is not entitled to back pay or other compensation.

19 2.6 Employee agrees that he will not be reimbursed for any costs or fees, including attorney
20 fees associated with his appeal.

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

22 3.1 Management agrees that the employee shall be reinstated to the same or substantially
23 comparable position and salary or better.

24 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
25 performance of its obligations specified in this Agreement as a full and complete compromise of
26 matters involving disputed issues; (b) that the negotiations for this settlement including all
27 statements, admissions or communications by the parties of their attorneys or representative shall
28 not be considered by any of said parties; and (c) that no past or present wrong doing 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




1 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days
2 of the effective date.

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

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

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

15 For Employee:

16 
MICHELANGELO CRUZ
EMPLOYEE

17 Dated: 3/24/21

15 For Management:

16 
MIGUEL C. BORBALLO, P.E.
GWA GENERAL MANAGER

17 Date: 3.24.2021