BEFORE THE GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

2017 JAN -6 PM 12:22

IN THE MATTER OF: **EUGENE T. IGROS,** **Employee,** **vs.** **GUAM CUSTOMS & QUARANTINE,** **Management.**	**ADVERSE ACTION APPEAL** **CASE NO. 15-AA17S** **JUDGMENT OF DISMISSAL**

Speaker Benjamin J.F. Cruz

Time: 1155 [illegible]

Received By:

#34-17-016

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

RECEIVED
Office of the Legislative Secretary
1-6-17 @ 1155am

SO ADJUDGED THIS 5th DAY OF January 2017.

EDITH PANGELINAN
Chairperson

MICHAEL TOPASNA
Commissioner

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner
not present

ORIGINAL

SOMERFLECK & ASSOCIATES, PLLC
866 Rte. 7, Nelson Bldg. #102
Maina, Guam 96932
Telephone No.: (671) 477-8020
Facsimile No.: (671) 477-8019

Counsel for Employee.

CIVIL SERVICE COMMISSION GOVERNMENT OF GUAM
11:15 AM
16-109
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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

IN THE MATTER OF **EUGENE T. IGROS,** Employee, vs. **CUSTOMS & QUARANTINE AGENCY,** Management.	ADVERSE ACTION APPEAL CASE NO.: **15-AA17S** **STIPULATION OF SETTLEMENT**

TO: *THE CIVIL SERVICE COMMISSION OF GUAM*

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **EUGENE T. IGROS** (hereinafter "Employee") and **CUSTOMS & QUARANTINE AGENCY** (hereinafter referred to as "Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in CSC Case No. 15-AA17S, regarding Final Notice of Adverse Actions issued by Management that suspended the Employee for ten (10) working days effective September 14, 2015.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this expeditious resolution of matters in order to provide for certain arrangements in full settlement and discharge of the Appeal in fair and equitable means and upon the terms and

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conditions set forth herein.

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

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

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

2. **Employee's Obligation**. Employee shall withdraw the Appeal from the Civil Service Commission and request that the Commission dismiss the Appeal in 15-AA17S with prejudice.

3. **Management's Obligation**.

3.1 Management shall rescind and expunge its Notice of Final Adverse Action dated, September 2, 2015 and in its place and stead Management shall issue a Letter of Reprimand regarding circumstances that led to the Adverse Action.

3.2 All documents related to or reflecting the Adverse Action shall be expunged from Employee's personnel file and a filed copy of the Settlement Agreement will be the only document reflecting Adverse Action Case No. 15-AA17S as part of the Employee's personnel jacket.

3.3 Management agrees to reinstate the Employee with full back pay to the Employee for the ten (10) working days he was suspended including Employee's benefits and retirement.

3.4 Employee shall be reasonable for his attorneys fees and costs.

4. **Performance Accepted**. The parties agree and acknowledges: (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 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 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 is 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.

Employee.

EUGENE T. IGROS

DATE: 11/17/16

CUSTOMS & QUARANTINE AGENCY
Management.

JAMES T. MC DONALD, *Director*

DATE: 11/16/16

SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee

By:
DANIEL S. SOMERFLECK, ESQ.

DATE: 11/17/16

LAY REPRESENTATIVE FOR MANAGEMENT

By:
VINCENT S.N. PEREZ

DATE: 16 NOV 16