Gmail

BENJAMIN CRUZ <speaker@senatorbjcruz.com>

## MC Fwd: Civil Service Commission Judgment of Dismissal

1 message

**BENJAMIN CRUZ** <speaker@senatorbjcruz.com>
To: 34th Guam Legislature Clerks <clerks@guamlegislature.org>
Cc: Rennae Meno <rennae@guamlegislature.org>

Thu, May 3, 2018 at 8:27 AM

| | | | | |
|---|---|---|---|---|
| 05/03/18 | 05/03/18 | Civil Service Commission-Office of the Legislative Secretary<br>Senator Régine Biscoe Lee | Civil Service Commission Jugments of Dismissal from the Civil Service Commission executed on its May 1, 2018 meeting.* | 34-18-1842 |

---------- Forwarded message ---------
From: **Jean Cordero** <jean@guamlegislature.org>
Date: Wed, May 2, 2018 at 4:54 PM
Subject: Fwd: Civil Service Commission Judgment of Dismissal
To: Edward Pocaigue <epocaigue@senatorbjcruz.com>, Hermina Certeza <hermina.certeza@senatorbjcruz.com>, speaker@senatorbjcruz.com

For submission to Clerks as messages and communications please. Thank you!

GL#34-16-1842
Speaker Benjamin J.F. Cruz

MAY 0 3 2018
Time: 927 [ ] AM [ ] PM File No.
Received By:

---------- Forwarded message ---------
From: **James Perez Servino** <james.servino@guamlegislature.org>
Date: Wed, May 2, 2018 at 4:47 PM
Subject: Fwd: Civil Service Commission Judgment of Dismissal
To: Jean Cordero <jean@guamlegislature.org>

---------- Forwarded message ---------
From: **Susan Corbin** <susan.corbin@csc.guam.gov>
Date: Wed, May 2, 2018 at 3:07 PM
Subject: Civil Service Commission Judgment of Dismissal
To: senatorbiscoelee@guamlegislature.org
Cc: James.servino@guamlegislature.org

*Hafa Adai Senator:*

Please find attached two (2) Judgments of Dismissal from the Civil Service Commission executed on its May 1, 2018 meeting.

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

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*Jeanenne P. Cordero "Jean"*
*Office Manager*
*Office of Senator Regine Biscoe Lee*
*671-472-3455/6 (office)*
*671-486-6926 (cell)*

2018 MAY -3 PM 3:06

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OFFICE OF SPEAKER BENJAMIN J.F. CRUZ

Committee on Appropriations and Adjudication

*I Mina'trentai Kuattro na Liheslaturan Guahan*

Guam Congress Building | 163 Chalan Santo Papa | Hagatna, GU 96910

T: **(671) 477-2520**/1 | F: **(671) 477-2522** | **www.senatorbjcruz.com**

**2 attachments**

**CSC Judgments.Eleuterio Mesa. Meeting of 5-1-18.pdf**
188K

**CSC Judgments.Patrick Artero.Meeting of 5-1-18.pdf**
170K

1842

# BEFORE THE
# GUAM CIVIL SERVICE COMMISSION

## BOARD OF COMMISSIONERS

**IN THE MATTER OF:**

**ELEUTERIO J. MESA,**

**Employee,**

**vs.**

**DEPARTMENT OF EDUCATION,**

**Management.**

**ADVERSE ACTION APPEAL**
**CASE NO.: 17-AA20S**

**JUDGMENT OF DISMISSAL**

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

SO ADJUDGED THIS 1ST day of MAY 2018.

**EDITH PANGELINAN**
**Chairperson**

**LOURDES HONGYEE**
**Vice-Chairperson**

**PRISCILLA T. TUNCAP**
**Commissioner**

**JOHN SMITH**
**Commissioner**

**CATHERINE GAYLE**
**Commissioner**

CIVIL SERVICE COMMISSION
2:09 PM
RECEIVED
18-0274
APR 03 2018
GOVERNMENT OF GUAM

**BEFORE THE CIVIL SERVICE COMMISSION**

**GOVERNMENT OF GUAM**

| | |
|---|---|
| IN THE MATTER OF:<br>ELEUTERIO J. MESA,<br>Employee,<br>vs.<br>DEPARTMENT OF EDUCATION,<br>Management. | ADVERSE ACTION APPEAL CASE NO. 17-AA20S<br><br>**STIPULATION AND SETTLEMENT AGREEMENT** |

This **STIPULATION AND SETTLEMENT AGREEMENT**, is by and between **ELEUTERIO J. MESA** (the "Employee") and **GUAM DEPARTMENT OF EDUCATION** ("GDOE" or "Management") (hereinafter collectively referred to as the "Parties") as follows:.

## RECITALS

A. Employee commenced Adverse Action Appeal Case No. 17-AA20S against Management in the Guam Civil Service Commission (the "Commission") on or about November 6, 2017.

B. The Parties desire to enter into this Settlement Agreement (the "Agreement") for Adverse Action Appeal Case No. 17-AA20S and for all pending matters related to this above-captioned matter (hereinafter collectively referred to as the "CSC Action") in order to provide for certain arrangements in full settlement and discharge of this matter in fair and equitable means and upon the terms and conditions set forth herein.

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

ORIGINAL

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

1. **Purpose of Agreement.**

1.1 Employee and Management acknowledge and agree that this Agreement is a settlement and compromise of the CSC Action and all pending matters related to the CSC Action.

1.2 It is the intention of the Parties by execution of this Agreement to fully, finally, and completely resolve all disputes between them regarding the CSC Action in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Contingent upon Confirmation of Approval of Stipulated Motion to Dismiss with Prejudice by Guam Civil Service Commission.**

2.1 This Agreement is expressly contingent upon the following occurring in the CSC Action:

a) Employee's filing of a Stipulated Motion to Dismiss with Prejudice in Adverse Action Appeal Case No. 17-AA20S pursuant to Rule 9.5 of the Commission's Rules of Procedure for Adverse Action Appeals (the "Commission's Adverse Action Rules").

b) The Commission's approval of the Stipulated Motion to Dismiss with Prejudice in Adverse Action Appeal Case No. 17-AA20S pursuant to Rule 9.5 of the Commission's Adverse Action Rules.

c) If and when such approval of the Stipulated Motion to Dismiss with Prejudice in the CSC Action (described above) is obtained by Employee from the Commission, GDOE's payment of the consideration contemplated in this Agreement shall be made within 90

days after GDOE receives the Commission's Order approving the Stipulated Motion to Dismiss with Prejudice in the CSC Action.

3. **Employee's Obligations.**

3.1 Upon execution of this Agreement, Employee shall file a Stipulated Motion to Dismiss Adverse Action Appeal Case No. 17-AA20S with the Commission and shall request that the Commission dismiss Adverse Action Appeal Case No. 17-AA20S with prejudice, pursuant to Rule 9.5 of the Commission's Adverse Action Rules.

3.2 Employee hereby fully and forever releases, acquits and discharges GDOE and its respective employees, former employees, officers, directors, insurers, assigns, attorneys, agents, representatives, predecessors and successors in interest, and related entities from and against any and all claims, actions, causes of action (direct or derivative), losses, injuries, damages, liabilities, costs, expenses, liens, demands, and fees (including attorneys' fees, except as set forth herein), of any kind or description whatsoever in law or in equity, now known or hereafter discovered, in any way related to or connected with any and all claims for personal injuries, property or economic damages or otherwise, known or unknown, realized or unrealized, both compensatory and punitive, expenses, and interest, whether direct or indirect, arising in tort, contract, statute or otherwise, which Employee has, had, or might have asserted against GDOE in connection with, arising from, or related to the CSC Action.

3.3 Employee covenants and agrees that he will forever refrain from instituting, assisting, prosecuting, maintaining, proceeding on or advising to be commenced or maintained against GDOE any action or proceeding which arises out of, or is or may be, in whole or in part, based upon, related to or connected with the CSC Action. Employee understands that the release contained in this agreement is a complete defense to any action or other proceeding

asserting any of the claims in the CSC Action which may be instituted by or on behalf of Employee.

3.4 Employee acknowledges that any tax consequences of the Agreement are solely his own responsibility and that GDOE has no liability or responsibility for any tax consequences arising out of this settlement.

4. **Management's Obligations.**

4.1 In consideration of Employee's agreement to release all claims against GDOE arising out of the CSC Action, GDOE shall pay Employee the amount of One Thousand Three Hundred Thirty-Four Dollars ($1,334.00) for backpay, and the amount of One Thousand Nine Hundred Sixty-Eight Dollars and Seventy-Five Cents ($1,968.75) for reasonable attorney's fees, in settlement of the CSC Action related to his suspension for three (3) days, such payment to be made within 90 days after GDOE receives the Commission's Order approving the Stipulated Motion to Dismiss with Prejudice in the CSC Action.

4.2 The release and payment obligations set forth herein shall become effective upon GDOE's receiving of an Order by the Commission approving the Stipulated Motion to Dismiss with Prejudice in the CSC Action (described above) pursuant to Rule 9.5 of the Commission's Adverse Action Rules.

4.3 All documents related to or reflecting Adverse Action Appeal Case No. 17-AA20S shall be expunged from Employee's personnel file.

5. **No Admission of Liability.**

5.1 Employee understands and agrees that the promises, covenants, and terms contained herein, and the payment made pursuant to this Agreement, are not, and are not to be deemed or construed as, an admission of liability or fault of any kind whatsoever, which is

expressly disclaimed by GDOE, but are instead to be construed strictly as a compromise and settlement of all disputes between Employee and GDOE for the purpose of avoiding further controversy, litigation, and expense.

6. **Performance Accepted.**

6.1 The Parties agree and acknowledge:

a) That they accept performance of their obligations specified in this Agreement as a full and complete compromise of all matters involving the disputed issues in Adverse Action Appeal Case No. 17-AA20S.

b) That the negotiations for this Settlement Agreement (including all statements, admissions, or communications by the Parties or their attorneys) shall not be considered by any of the said Parties.

c) That no past or present wrongdoing on the part of the Parties shall be implied by such negotiations.

7. **Additional Documents.**

7.1 The 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.

8. **Independent Advice of Counsel.**

8.1 Each party represents and declares that it has received independent advice from its respective attorney with respect to the advisability of making the settlement provided for herein. Each party further represents and declares that it has not relied upon any statement or representation by the other party or any of its agents, employees, or attorneys in executing this

Agreement or in making the settlement provided for herein, except as expressly provided for herein.

9. **Voluntary Agreement.**

9.1 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.

10. **Merger and Entire Agreement.**

10.1 The Parties acknowledge and understand that this is the entire agreement between the Parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, related thereto, between the Parties.

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

**EMPLOYEE**

**ELEUTERIO J. MESA**

DATE: 4/2/18

**MANAGEMENT,**
**GUAM DEPARTMENT OF EDUCATION**

By: _____
**JON J.P. FERNANDEZ,** Superintendent of Education

DATE: 4/3/18

**APPROVED AS TO FORM & LEGALITY:**

**GUAM DEPARTMENT OF EDUCATION**

By: _____
**JESSE N. NASIS, ESQ.**
*Legal Counsel*

**CIVILLE & TANG, PLLC**
**PLLC**

**G. PATRICK CIVILLE, ESQ.**
*Counsel for Employee*

# BEFORE THE
# GUAM CIVIL SERVICE COMMISSION

## BOARD OF COMMISSIONERS

**IN THE MATTER OF:**

**PATRICK ARTERO,**

**Employee,**

**vs.**

**DEPARTMENT OF AGRICULTURE,**

**Management.**

**ADVERSE ACTION APPEAL**
**CASE NO.: 18-GRE02**

## 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 1ST day of May 2018.

**EDITH PANGELINAN**
**Chairperson**

**LOURDES HONGYEE**
**Vice-Chairperson**

**PRISCILLA T. TUNCAP**
**Commissioner**

**JOHN SMITH**
**Commissioner**

**CATHERINE GAYLE**
**Commissioner**

Robert E. Koss, Lay Representative
Guam Federation of Teachers
P.O. Box 2301
Hagatna, Guam 96910
Ph. (671) 735-4390 Fax (671) 734-8085
Email rkoss@gftunion.com

CIVIL SERVICE COMMISSION
RECEIVED
APR 17 2018
GOVERNMENT OF GUAM

**BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

| | |
|---|---|
| **PATRICK ARTERO,**<br>**Employee,**<br>**vs.**<br>**DEPARTMENT OF AGRICULTURE,**<br>**Management.** | **GRIEVANCE APPEAL**<br>**CSC Case No.: 18-GRE02**<br><br>**STIPULATION OF SETTLEMENT** |

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

**THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between **PATRICK ARTERO** (hereinafter "Employee") and the **GUAM DEPARTMENT OF AGRICULTURE,** (hereinafter referred to as "Management") as follows:

## RECITALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about February 20, 2018; and,

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



ORIGINAL

1. **Purpose of Agreement**. Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the 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**.

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 18-GRE02 with prejudice pursuant to the terms of this agreement.

3. **Management's Obligation.**

3.1 Management agrees to adjust the Employee's rate of pay to reflect a one-step salary incremental increase of 3.5% for his "*Outstanding*" performance during rating period beginning on July 27, 2015 and ending July 26, 2017 and pay to the employee the lump sum difference in salary retroactive to the date his increment was due in accordance with 4 GCA §6202.

3.2 Management agrees the Employee has earned a Merit Bonus and agrees to pay to the employee in accordance with 4 GCA §6203 a lump sum bonus amount equivalent to 3.5% of the employee's base salary for his superior or *Outstanding* performance during rating period beginning of July 27, 2015 and ending July 26, 2017 in addition to the increment provided for in section 3.1.

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 within thirty (30) days of its approval by the Civil Service Commission.

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.

| **For Employee:** | **For Management:** |
|---|---|
| **PATRICK ARTERO, Employee** | **MATHEW SABLAN, Director** |
| **Date:** 4/16/18 | **Date:** 4/16/18 |