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22-565
CIVIL SERVICE COMMISSION
3:12pm EP
19-12-2022

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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

LEO RUSTUM J. ESPIA,
EMPLOYEE,

VS.

OFFICE OF CIVIL DEFENSE,
MANAGEMENT.

ADVERSE ACTION APPEAL
CASE NO. 22-AA06T

STIPULATION OF SETTLEMENT

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

INTRODUCTION

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between **LEO RUSTUM J. ESPIA** (hereinafter "Employee") and **THE OFFICE OF CIVIL DEFENSE**, (hereinafter referred to as "Management") as follows:

RECITALS

- The Employee was served with a Final Notice of Adverse Action that terminated his employment with the Office of Civil Defense on April 26, 2022 and,
- Employee subsequently commenced an Adverse Action Appeal (22-AA06T) in the Civil Service Commission of Guam; and,
- The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for

this matter in order to provide for certain arrangements in full settlement and

discharge of the Appeal in a 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:

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 hereby withdraws the responsive Adverse Action Appeal from the Civil Service Commission; and,

2.2 Employee agrees that Management shall rescind the responsive notice and final adverse action.

2.3 Employee agrees to be re-instated to his former position and pay.

2.4 Employee agrees that he shall be restored all benefits including both employee and management retirement contributions (employee share shall be deducted from gross back pay award), all remaining sick leave and annual leave that has not already been consumed by the employee, and health care insurance shall be restored to the Employee.

2.4 Employee agrees that he shall be compensated all back pay from the effective date of termination to the date of reinstatement.

3. Management's Obligation.

3.1 Management agrees shall rescind the responsive notice and final adverse action.

3.2 Management agrees to reinstate the employee to his former position, pay grade and step.

3.3 Management agrees to restore all sick and annual leave to the employee that has not otherwise been consumed, in addition to all other benefits including retirement and health insurance .

3.4 Management agrees that the Employee shall receive all back pay from the effective date of dismissal to the date of reinstatement.

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 or 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 the effective date.

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.

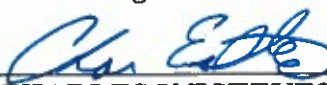
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written by their respective names.

For Employee:



LEO RUSTUM J. ESPIA, Employee,
OCD
Date: 9/7/2022

For Management:



CHARLES V. ESTEVES, Administrator
OCD
Date: 9/7/2022