



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

JACINTO R. ESTELLA JR.,

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

ADVERSE ACTION APPEAL
 CASE NO. 14-AA25D

JUDGMENT OF DISMISSAL

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

SO ADJUDGED THIS 16th day of July 2015.

LUIS R. BAZA
 Chairman

MANUEL R. PINAUIN
 Vice-Chairman

PRISCILLA T. TUNCAP
 Commissioner

JOHN SMITH
 Commissioner

LOURDES HONGYEE
 Commissioner

DANIEL D. LEON GUERRERO
 Commissioner

EDITH C. PANGELINAN
 Commissioner

ORIGINAL

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6-11-15



Before The Civil Service Commission
Government Of Guam

IN THE MATTER OF:

CSC CASE NO. 14-AA25D

JACINTO R. ESTELLA JR.,

STIPULATION OF SETTLEMENT

Employee,

vs.

DEPARTMENT OF EDUCATION,

Management.

TO: The Civil Service Commission of Guam

INTRODUCTION

This stipulation of settlement and agreement is by and between JACINTO R. ESTELLA JR. (hereinafter "Employee") and GUAM DEPARTMENT OF EDUCATION (hereinafter "Management") as follows:

RECITALS

- A. The Employee timely filed an appeal on October 14, 2014 of an adverse action in the Civil Service Commission bearing Adverse Action Appeal Case Nos.14-AA25D,
- B. The parties desire to enter into this settlement Agreement (hereinafter "Agreement") for the pending Adverse Action Appeal in order to provide for certain arrangements in full settlement and discharge of the Adverse Action Appeal referenced herein upon the terms and conditions set forth herein.

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1 C. Said Agreement shall become operative upon execution of this Agreement by the signing of a
2 Judgment by the Civil Service Commission approving those terms and conditions set forth
3 herein.

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

6
7 1.0 PURPOSE OF AGREEMENT

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

12 2.0 EMPLOYEE'S OBLIGATION

13 2.1 Employee agrees that he shall accept a voluntary demotion from Refrigeration Mechanic
14 Supervisor, Pay Grade L, Step 3, \$39,965 to Refrigeration Mechanic II, Pay Grade I, Step 10,
15 \$39,255/annum effective October 6, 2014 with no back payment.

16 2.2 Employee agrees that his salary shall be adjusted closest to but not more than his former
17 salary or to Pay Grade I, Step 10 or \$39,255/annum effective on the date the Commissioners
18 affix their signatures to a judgment approving the terms and conditions of this settlement
19 agreement; and,

20 2.3 Employee agrees that his increments and date of increments shall not be affected by this
21 settlement agreement; and,

22 2.4 Employee agrees that he shall withdraw and dismiss the referenced Adverse Action Appeals
23 with prejudice from the Civil Service Commission and request that the Commission enter
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1 judgment into the record approving the terms and condition specifically set forth in this
2 agreement.

3 2.5 Employee expressly agrees that there shall be no back pay or attorney fees or other benefits
4 resulting from this settlement agreement and the referenced appeal except as expressly set forth
5 herein and,

6 3.0 MANAGEMENT'S OBLIGATION

7 3.1 Management agrees that it shall accept the Employee's voluntary demotion from
8 Refrigeration Mechanic Supervisor, Pay Grade L, Step 3, \$39,965 to Refrigeration Mechanic II,
9 Pay Grade I, Step 10, \$39,255/annum effective October 6, 2014.

10 3.3 Management agrees that it shall rescind and expunge the Final Notice of Adverse Action
11 demoting the Employee and that this Settlement Agreement shall replace that document in the
12 Employee's official file, and,

13 3.4 Management agrees that Employee's increments and date of increments shall not be affected
14 by this settlement agreement; and,

15 3.5 Management agrees that the Employee shall withdraw and dismiss the referenced Adverse
16 Action Appeals with prejudice from the Civil Service Commission pursuant to the terms and
17 condition specifically set forth in this settlement agreement.

18 3.6 Management agrees that there shall be no back pay or attorney fees or other benefits resulting
19 from this settlement agreement or the referenced appeal except as expressly set forth herein and,
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21 4.0 PERFORMANCE ACCEPTED.

22 The parties agree and acknowledge: (a) that it accepts performance of its obligations specified in
23 this Agreement as a full and complete compromise of matters involving all disputed issues; (b)
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1 that the negotiations for this settlement (including all statements, admissions or communications)
2 by the parties or their attorneys or representatives shall not be considered admissions by any of
3 said parties; (c) and that no past or present wrong doing on the part of the parties shall be implied
4 by such negotiations.

5 5.0 ADDITIONAL DOCUMENTS

6 All parties agree to cooperate fully and execute any and all supplementary documents and take
7 all additional actions that may be necessary as appropriate to give full force and effect to the
8 basic terms and intent of this Agreement.
9

10 6.0 INDEPENDENT ADVICE OF COUNSEL.

11 Each party represents and declares that it has received independent advice from its respective
12 attorneys or representative with respect to the advisability of making the settlement provided for
13 herein and with respect to the advisability of executing this Agreement. Each party further
14 represents and declares that it has not relied upon any statement or representation by the other
15 party or of any of its partners, agents, employees, or attorneys in executing this Agreement
16 or in making the settlement provided for herein, except as expressly provided for herein.

17 7.0 VOLUNTARY AGREEMENT

18 Each party represents and declares that it has carefully read this Agreement, that it knows the
19 contents of this Agreement, and that it has signed the same freely and voluntarily.
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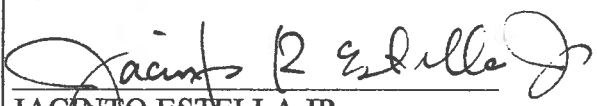
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1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the
2 date written by their respective names.

4 FOR EMPLOYEE:

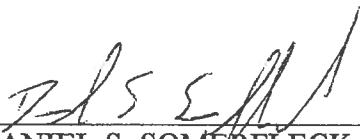
FOR MANAGEMENT:

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7 JACINTO ESTELLA JR.
Employee


JON J.P. FERNANDEZ
Superintendent of Education

8 Date: 06-03-15

Date: 6/8/15

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11 
12 DANIEL S. SOMERFLECK
Attorney for Employee


ROBERT E. KOSS
Employee Management Relations Officer

13 Date: 06/03/15

Date: 6/4/15

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