



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

RHEA SANCHEZ,

Employee,

vs.

GUAM POLICE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL
CASE NO.: 21-AA22S

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 22nd day of September, 2022.



JUAN K. CALVO
Chairman



PRISCILLA T. TUNCAP
Commissioner



ROBERT C. TAITANO
Commissioner

ABSENT

ANTHONY P. BENAVENTE
Vice Chairman



JOHN SMITH
Commissioner

ABSENT

FRANCISCO T. GUERREO
Commissioner



1 Robert E. Koss, Lay Representative
 2 Guam Federation of Teachers
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CIVIL SERVICE COMMISSION

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BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

7 **RHEA SANCHEZ,**

8 **Employee,**

9 Vs

10 **GUAM POLICE DEPARTMENT,**

11 **Management.**

ADVERSE ACTION APPEAL

Case No. 21-AA22S

STIPULATION OF SETTLEMENT

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

13
 14 THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between RHEA
 15 SANCHEZ (hereinafter "Employee") and THE GUAM POLICE DEPARTMENT, (hereinafter
 16 referred to as "Management") as follows:

17
 18 **RECITALS**

- 19 A. On September 29, 2021, the Employee was issued A Final Notice of Adverse Action
 20 (suspension) on the basis set forth therein; and,
- 21 B. Employee commenced an Adverse Action Appeal in the Civil Service Commission on
 22 September 30, 2021.
- 23 C. The parties now desire to enter into this Settlement Agreement (hereinafter "Agreement")
 24 for the responsive Suspension matter in order to provide for certain arrangements in full
 25 settlement and discharge of the Appeal before the CSC in fair and equitable means and
 26 upon the specific terms and conditions are set forth in detail herein.
- 27 D. The terms and conditions of said Agreement shall become operative upon execution of
 28 this Agreement.

COPY



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

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

8 **2. Employee's Obligation.**

9 2.1 Employee hereby withdraws the responsive Adverse Action Appeals before the Civil
10 Service Commission.

11 2.2 Employee agrees that the responsive Adverse Action shall be rescinded by Management
12 and expunged from all files.

13 2.3 Employee shall be restored any and all loss of pay stemming from the issuance of the
14 responsive Adverse Action.

15 2.4 Employee shall be responsible for attorney fees and costs that she incurred in association
16 with the appeal, if any.

17 2.5 Employee agrees to accept a letter of Reprimand issued on the same basis as the adverse
18 action. Reprimand shall remain on file for one year in the usual fashion.

19 **3. Management's Obligation.**

20 3.1 Management agrees to rescind the responsive notice of proposed and final notice of
21 adverse action served on the employee,

22 3.2 Management shall restore all loss of pay to the Employee stemming from the responsive
23 adverse action.

24 3.3 Management shall issue the Employee a letter of Reprimand on the same basis as the
25 adverse action which shall remain on file for a period not to exceed one year

26 3.4 Management shall pay all attorney fees and costs that it suffered associate with the
27 referenced appeal.

28 **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



1 shall not be considered by any of said parties; (c) and that no past or present wrong doing on the
2 part of the parties shall be implied by such negotiations.

3 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all
4 supplementary documents and take all additional actions that may be necessary as appropriate to
5 give full force and effect to the basic terms and intent of this Agreement within thirty (30) days
6 of the effective date.

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


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

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

19 **For Employee:**

19 **For Management:**

20 
21 _____
22 **Rhea Sanchez**

20 
21 _____
22 **Stephen Ignacio, Chief of Police**

23 **Date:** 08/29/2022
24 _____

23 **Date:** 8/30/22
24 _____