

AGREEMENT TO SATISFY JUDGMENT
ROCIO v. PORT CSC CASE NO. 12AA29T-SP

This is the parties' agreement to satisfy judgment issued by the CSC in 12AA29T-SP.

The parties met with respective counsels on 12/6/19 to discuss satisfaction of judgment. At that meeting the parties discussed amounts of pay, retirement contributions, interest, attorney's fees, and leave owing as a result of the judgment. It was decided that the principals will meet and confer to drive resolution without involvement of the attorneys. Should the parties not come to a final resolution, the attorneys would attempt resolution. Should that fail, the employee would be free to file her grievance.

The principals met and conferred time permitting up to 12/11/19 and produced the following terms that satisfy judgment:

1. Total wages owing net of wages earned: \$426,839.30 (Base Amt. \$536,864.14)
 - a. First installment of \$213,418.65 to be paid within 60 days of
 - b. Second installment of \$213,418.65 to be paid Sept. 29, 2020.
 - c. All withholdings shall be made in accordance with law.
 - d. Interest shall be imposed at 6% per annum should the Port fail to make an installment or any portion thereof.

2. Total hours sick leave to be accrued to employee: 372 Hours

3. Total hours annual leave to be accrued to employee: 744 Hours

4. Total attorney's fees to employee's attorney: \$40,000.00
 - a. First installment of \$25,000 due within 30 days of the date of the execution of this agreement by the Port's representative. This amount made payable to "Law Office of Georgette Bello Concepcion"
 - b. Second installment of \$15,000 due within 30 days of the first installment paid to employee. The installment less \$1,537.44 for payments made by the employee. This second installment check be made payable to "Brooks Concepcion Law, PC." The difference of \$1,537.44 made payable to "Francine T. Rocio."

5. Employee represents that she will retire on or before September 29, 2020 and management is reasonably relying on that representation so that it may fill employee's position as it sees fit. Such representation notwithstanding, employee and management remain subject to the statutes, Supreme Court of Guam cases, rules and regulations applicable to Port Authority of Guam employees in the civil service.

6. Employee promises that the following tasks/projects/deliverables will be accomplished prior to September 29, 2020 and such shall be incorporated into her performance evaluation to include at least the following seven projects:
 - a. Updating the 2009 Personnel Rules & Regulations
 - b. Work with Consultant to begin review of Work Performance Evaluations to indicate key performance indicators.
 - c. Update Standard Operating Procedures for HR.
 - d. Conduct periodic classification reviews as mandated in the PR & R.

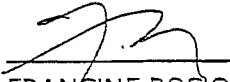
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- e. Establish a secured HR Records Mngt Room.
 - f. Conduct a training needs assessment that would help identify high potential staff as well as formalize MngtTrng
 - g. Provide a draft training plan which would identify critical skills in areas that need to be addressed at the Port.
7. Management and employee have consulted as necessary with their attorneys and believe this satisfaction to be in full compliance with the laws and personnel rules and regulations. Should an audit reveal that a term in satisfaction of the judgment was not in accordance with the law or personnel rules, corrective action to the audit shall prevail over the term in satisfaction, which employee understands, acknowledges and agrees may require a claw-back of an amount of money or hours of leave.
8. Once the respective party to this agreement performs according to the terms applicable to it herein, the parties agree that no further action at law or administrative law shall lie with respect to the judgment in CSC Case No. 12AA29T-SP.


So bound as of this 13th Day of December 2019.

Date: 12/13/19

Date: 12/13/19



FRANCINE ROCIO
EMPLOYEE



DOMINIC MUNA AUTHORIZED REPRESENTATIVE
FOR MANAGEMENT