



CITY OF NEW ORLEANS

DEPARTMENT OF CITY CIVIL SERVICE
SUITE 900 - 1340 POYDRAS ST.
NEW ORLEANS LA 70112
(504) 658-3500 FAX NO. (504) 658-3598

CITY CIVIL SERVICE COMMISSION
BRITTNEY RICHARDSON, CHAIRPERSON
JOHN H. KORN, VICE-CHAIRPERSON
CLIFTON J. MOORE, JR.
MARK SURPRENANT
RUTH WHITE DAVIS

Thursday, May 18, 2023

AMY TREPAGNIER
DIRECTOR OF PERSONNEL

Mr. C. Theodore Alpaugh, III
639 Loyola Avenue, Suite 2130
New Orleans, LA 70113

Re: **Gregg Herbert VS.
Sewerage & Water Board
Docket Number: 9107**

Dear Mr. Alpaugh:

Attached is the action of the Civil Service Commission at the Commission's meeting on Thursday, 5/18/2023.

Yours very truly,

A handwritten signature in blue ink that reads "Doddie K. Smith".

Doddie K. Smith
Chief, Management Services Division

cc: Ghassan Korban
Ashley Ian Smith
Gregg Herbert

file



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AMY TREPAGNIER
DIRECTOR OF PERSONNEL

Mr. C. Theodore Alpaugh, III
639 Loyola Avenue, Suite 2130
New Orleans, LA 70113

Re: **Gregg Herbert VS.
Sewerage & Water Board
Docket Number: 9126**

Dear Mr. Alpaugh:

Attached is the action of the Civil Service Commission at the Commission's meeting on Thursday, 5/18/2023.

Yours very truly,

A handwritten signature in blue ink that reads "Doddie K. Smith".

Doddie K. Smith
Chief, Management Services Division

cc: Ghassan Korban
Ashley Ian Smith
Gregg Herbert

file

IN RE: Gregg Herbert v. Sewerage & Water Board

Docket No: 9107 & 9126 - Civil Service Commission

ORDER

Before the Commission was a motion by the Parties for the Commission to approve a settlement agreement reached by the parties. Upon consideration, the Commission finds that Parties have reached an amicable resolution which is attached hereto. Therefore:

The Parties' motion is hereby GRANTED.

Judgment rendered this 18th day of May, 2023

CITY OF NEW ORLEANS CIVIL SERVICE COMMISSION

YEA



BRITTNEY RICHARDSON, CHAIRPERSON



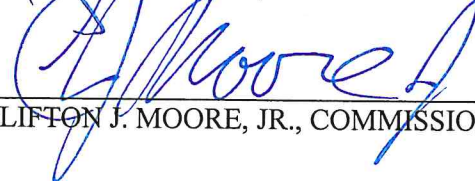
JOHN H. KORN, VICE-CHAIRPERSON



MARK SURPRENANT, COMMISSIONER



RUTH WHITE DAVIS, COMMISSIONER



CLIFTON J. MOORE, JR., COMMISSIONER

9107
9126

RECEIVED
CIVIL SERVICE DEPT
NEW ORLEANS
SETTLEMENT AGREEMENT

2023 MAY - 2 10 2:13

WHEREAS Gregg Herbert ("Herbert") was employed by the Sewerage and Water Board of New Orleans ("SWB") assigned to the Old Filter Gallery.

WHEREAS Herbert was suspended from his employment with the SWB effective Thursday, October 17, 2019.

WHEREAS Herbert was later terminated from his employment with the SWB effective Monday, December 9, 2019.

WHEREAS Herbert timely filed appeals of his suspension and termination with the Civil Service Commission.

WHEREAS the hearing of his appeals began on September 8, 2020 and was continued after the presentation of the SWB case.

WHEREAS the hearing is still pending.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that Herbert and the SWB desire to settle the appeal of his suspension and termination as follows:

1. Herbert's suspension and termination will be reversed and removed from his file(s) with the SWB.
2. Herbert will be reinstated to his position of Water Purification Operator 2 effective Monday, December 9, 2019, the date of his termination, and will retire effective that same date.
3. Herbert will receive the total accumulated sick and annual leave that was withheld from him at the time of his termination in accordance with and as set forth in Rule VIII of the *Rules of the Civil Service Commission for the City of New Orleans*.
4. Herbert will receive his full retirement benefits from the date of his retirement.

5. In addition to the foregoing Herbert will receive the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED EIGHTY FOUR AND NO/100 (\$38,584.00) DOLLARS from the SWB. This amount representing ten (10) months of back pay at a rate of TWENTY-TWO DOLLARS AND 26/100 (\$22.26) DOLLARS per hour at forty (40) hours per week.
6. The SWB will not seek any restitution from nor pursue the criminal prosecution of Herbert.
7. Herbert will testify truthfully on behalf of the SWB at any civil service hearing regarding discipline of SWB employees.
8. Herbert will dismiss his pending appeals.
9. Herbert and the SWB agree to release each other from any and all claims and/or causes of action of any kind whatsoever, whether known or unknown and whether asserted or unasserted.

Herbert and SWB agree that they will execute and deliver, or cause to be executed and delivered, such additional agreements and instruments, in the form satisfactory to Herbert and SWB and do such further acts and things of any nature necessary to carry into effect the purposes of this Settlement Agreement.

It is understood and agreed by Herbert and SWB that this settlement is in compromise of doubtful and disputed claims and that the consideration given by either party is not to be construed as an admission of liability, and liability is expressly denied. In executing this Settlement Agreement, the parties rely wholly on their own judgment and belief, after consulting their attorneys, and have not been influenced to any extent whatsoever by any representations or statements made by the other party, or by any person or persons representing them.

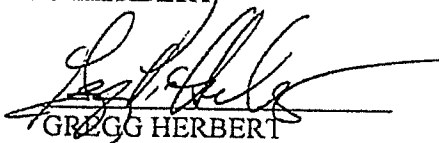
This Settlement Agreement may be executed in multiple originals and may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument.

This Settlement Agreement shall be governed by the laws of the State of Louisiana. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under such law.

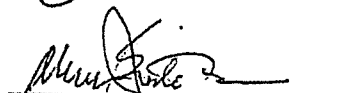
If any term or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term or condition and the validity, legality and enforceability of the remaining terms and condition shall not be affected in any way.

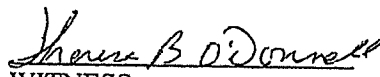
THUS DONE AND SIGNED in multiple originals at New Orleans, Louisiana on the dates set forth below.

GREGG HERBERT

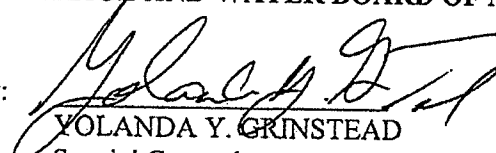
By: 
GREGG HERBERT

4/26/23
DATE

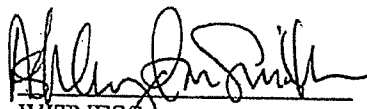

WITNESS



WITNESS

SEWERAGE AND WATER BOARD OF NEW ORLEANS

By: 
YOLANDA Y. GRINSTEAD
Special Counsel

4/26/2023
DATE


WITNESS


WITNESS