BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:
BERTHA TAIJERON,
Employee,

vs.

DEPARTMENT OF PUBLIC
HEALTH AND SOCIAL SERVICES,
Management.

GRIEVANCE APPEAL
CASE NO.: 17-GRE14

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 28th day of September 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGEYE
Vice-Chairperson

Not Present

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL G. TOPASNA
Commissioner

JUDGMENT OF DISMISSAL
Bertha Taijeron vs. Department of Public Health and Social Services
Grievance Appeal Case No.: 17-GRE14
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

BERTHA TAIJERON, 
Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH 
AND SOCIAL SERVICES, 
Management.

GRIEVANCE APPEAL 
CSC Case No.: 17-GRE14

STIPULATION OF SETTLEMENT

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

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between BERTHA TAIJERON (hereinafter “Employee”) and DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, (hereinafter referred to as “Management”) as follows:

RECATALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about August 7, 2017; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for this and all pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeal in 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:

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ORIGINAL
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.

2.0 **Employee’s Obligation.**

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 17-GRE14 with prejudice pursuant to the terms of this agreement.

2.2 Employee agrees that these terms compose the complete agreement and impose no other obligations on either party beyond what is expressly provided for herein.

3.0 **Management’s Obligation.**

3.1 Management agrees to pay the Employee promised compensation for work performed while being detailed as Program Coordinator IV, pursuant to Section 6.00 et seq. of Chapter 6 DOA personnel Rules and Regulations in the amount of $3,833.00 less mandatory employee withholdings.

3.2 Management shall also pay standard Employer’s costs such as the Employers share of the retirement contribution and all other employer costs typically associated with the payment of employee wages beyond the base wage itself, in addition to the $3,833.00 of promised compensation provided for in section 3.1 above.

3.3 Management shall remit all amounts due as provided for in this stipulated settlement agreement within thirty (30) days of the Commission’s approval of this settlement agreement. In the event that payment is not received within sixty (60) day time period, the Employee shall be entitled to an additional amount equal to 6% interest, compounded annually beginning on the date this promised compensation was otherwise due or January 1, 2014 until paid in full.

3.4 Management agrees that these terms compose the complete agreement and impose no other obligations on either party beyond what is expressly provided for herein.

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 STIPULATION OF SETTLEMENT - 2
statements, admissions or communications by the parties, 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.

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 is 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 as of the date written
by their respective names.

**For Employee:**

BERTBA TAIJERON, Employee

Date: 8/15/2017

**For Management:**

JAMES GILLAN, Director

Date: 8/15/17

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