



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 28<sup>th</sup> day of September 2017.

  
 EDITH PANGELINAN  
 Chairperson

  
 LOURDES HONGYEE  
 Vice-Chairperson

Not Present  
 PRISCILLA T. TUNCAP  
 Commissioner

  
 JOHN SMITH  
 Commissioner

  
 CATHERINE GAYLE  
 Commissioner

  
 MICHAEL G. TOPASNA  
 Commissioner



1 Robert E. Koss, Lay Representative  
 2 Guam Federation of Teachers  
 3 P.O. Box 2301  
 4 Hagatna, Guam 96910  
 5 Ph. (671) 735-4390 Fax (671) 734-8085  
 6 Email rkoss@gftunion.com



7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **BERTHA TAIJERON,**  
 9 **Employee,**

**GRIEVANCE APPEAL**  
**CSC Case No.: 17-GRE14**

10 vs.

**STIPULATION OF SETTLEMENT**

11 **DEPARTMENT OF PUBLIC HEALTH**  
 12 **AND SOCIAL SERVICES,**  
 13 **Management.**

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

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

18 **RECITALS**

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

21 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for  
 22 this and all pending matters in order to provide for certain arrangements in full settlement and  
 23 discharge of the Appeal in fair and equitable means and upon the terms and conditions set forth  
 24 herein.

25 C. The terms and conditions of said Agreement shall become operative upon execution of  
 26 this Agreement.

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

**ORIGINAL**



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

6       **2.0 Employee's Obligation.**

7       2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and  
8 request that the Commission dismiss Appeal 17-GRE14 with prejudice pursuant to the terms  
9 of this agreement.

10       2.2 Employee agrees that these terms compose the complete agreement and impose no other  
11 obligations on either party beyond what is expressly provided for herein.

12       **3.0 Management's Obligation.**

13       3.1 Management agrees to pay the Employee promised compensation for work performed  
14 while being detailed as Program Coordinator IV, pursuant to Section 6.00 et seq. of Chapter  
15 6 DOA personnel Rules and Regulations in the amount of \$3,833.00 less mandatory  
16 employee withholdings.

17       3.2 Management shall also pay standard Employer's costs such as the Employers share of  
18 the retirement contribution and all other employer costs typically associated with the  
19 payment of employee wages beyond the base wage itself, in addition to the \$3,833.00 of  
20 promised compensation provided for in section 3.1 above.

21       3.3 Management shall remit all amounts due as provided for in this stipulated settlement  
22 agreement within thirty (30) days of the Commission's approval of this settlement  
23 agreement. In the event that payment is not received within sixty (60) day time period, the  
24 Employee shall be entitled to an additional amount equal to 6% interest, compounded  
25 annually beginning on the date this promised compensation was otherwise due or January 1,  
26 2014 until paid in full.

27       3.4 Management agrees that these terms compose the complete agreement and impose no  
28 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



1 statements, admissions or communications by the parties, their attorneys or representative shall  
 2 not be considered by any of said parties; (c) and that no past or present wrong doing on the part  
 3 of the parties shall be implied by such negotiations.

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

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.

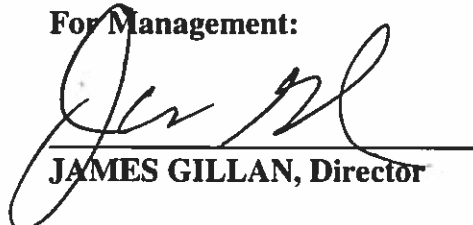
17 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written  
 18 by their respective names.

19 **For Employee:**

20   
 21 **BERTHA TAIJERON, Employee**

22 **Date:** 8/15/2017

23 **For Management:**

24   
 25 **JAMES GILLAN, Director**

26 **Date:** 8.15.17