BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

MATHI MATTHEWS,
Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,
Management.

ADVERSE ACTION APPEAL
CASE NO. 16-AA20S

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulation for Settlement, attached hereto.

SO ADJUDGED THIS 25 DAY OF August 2016.

EDITH PANGELINAN
Chairperson

DANIEL D. LEON GUERRERO
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

LOURDES HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

Mathi Matthews vs DPHSS
Case No. 16-AA20S
Judgment of Dismissal
Representative for Employee

In The Matter of:

MATHI MATTHEWS,
   Employee,

vs.

DPHSS,
   Management.

THIS STIPULATION OF SETTLEMENT is made by and between MATHI MATTHEWS ("Employee") and the GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES ("Management") as follows:

RECATALS

A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 16-AA20S. The employee appealed from Management's issuance of a Final Notice of Adverse Action issued which resulted in the employee's receiving a Twenty (20) Day Suspension.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") to provide for certain arrangements in full and final settlement and discharge of the Appeal; and upon the terms and conditions set forth herein.
C. The terms and conditions of this Agreement shall become effective and operative upon the 
execution by both parties; understanding that the Civil Service Commission shall 
subsequently act to memorialize this agreement.

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

1. **Purpose of Agreement.** Employee and Management acknowledge and agree that 
   this Agreement is a settlement and compromise of the referenced matters. It is the 
   intention of the parties by the execution of this Agreement to fully, finally and 
   completely resolve this adverse action appeal, in the manner more specifically set 
   forth in the terms of this Agreement that follow.

2. **Employee’s Obligation.**

   2.1 Employee shall withdraw her Adverse Action Appeal from the Civil Service 
       Commission and request that the Commission dismiss the Appeal with 
       prejudice.

   2.2 Employee agrees to Letter of Reprimand that shall remain in her file for not 
       more than one (1) year commencing from July 1, 2016 to July 1, 2017.

   2.3 Employee shall have no personal contact with Debra Delgado Program 
       Coordinator II and all work related matters regarding Ms. Delgado shall be 
       forwarded to her supervisor Mr. Charles Morris.

   2.4 Employee shall be required to sign in/out when she is required to be at the 
       Tiyan Office for work related purposes.

   2.5 Employee agrees and understands that any issues that may occur between Ms. 
       Delgado and herself shall be brought to the Chief Public Health Officer 
       (CPHO) for resolution. In the event that the matter cannot be resolved at the 
       lowest possible level then the matter shall be forwarded to the Director for 
       further resolution.

   2.6 Employee shall pay her own attorney fees and costs.
3. **Management’s Obligation.**

3.1 Management agrees to change the Final Notice of Adverse Action of a Twenty Day (20) Suspension to a Letter of Reprimand upon the signing Decision and Judgement by the Civil Service Commission.

3.2 Management agrees to back pay the employee from June 6, 2016 to July 1, 2016 (twenty work days) at the employee current rate of pay.

3.3 Management agrees that the twenty (20) day back pay shall be fully paid to the employee no later than August 25, 2016.

3.4 Management shall reimburse all employees’ benefits, including but not limited to sick and annual leave, retirement benefits, and all other benefits due and owed to employee under Guam law.

3.5 Management shall agree that if any issue arises between the Ms. Delgado and the employee, it shall be mediated by CPHO or a designee appointed by the Director.

3.6 Management agrees that Mr. Charles Morris shall not be allowed to participate in any issue between Ms. Delgado and the employee.

3.7 Management agrees that the employee shall only respond to Mr. Charles Morris regarding any matter that is work related.

3.8 Management shall pay its own attorney fees and costs

4. **Performance Accepted.** The parties each agree and acknowledges: (a) each party accepts performance of his/her obligations specified in this Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or representatives shall not be considered admissions 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 that party has received independent advice from its respective attorney or 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 that party 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 that party has carefully read this Agreement, knows the contents of this Agreement, and that each party 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:

MATHI MATTHEWS, 
Employee 
8/5/16

JAMES GILLAN, 
DPHSS Director 
8/2/16

DAVID BABAUTA, 
Lay Representative for Employee 
8/5/16