



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

not present  
PRISCILLA T. TUNGAP  
Commissioner

JOHN SMITH  
Commissioner

LOURDES HONGYEE  
Commissioner

CATHERINE GAYLE  
Commissioner

ORIGINAL



**Guam Federation of Teachers**  
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 (671) 735-4390 • (671) 734-8085



**Representative for Employee**

In The Matter of:	)	ADVERSE ACTION APPEAL
	)	CASE NO.: 16-AA20S
MATHI MATTHEWS,	)	
Employee,	)	
	)	
vs.	)	STIPULATION FOR SETTLEMENT
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:

**RECITALS**

- 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.

1 C. The terms and conditions of this Agreement shall become effective and operative upon the  
2 execution by both parties; understanding that the Civil Service Commission shall  
3 subsequently act to memorialize this agreement.

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

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

11 2. **Employee's Obligation.**

12 2.1 Employee shall withdraw her Adverse Action Appeal from the Civil Service  
13 Commission and request that the Commission dismiss the Appeal with  
14 prejudice.

15 2.2 Employee agrees to Letter of Reprimand that shall remain in her file for not  
16 more than one (1) year commencing from July 1, 2016 to July 1, 2017.

17 2.3 Employee shall have no personal contact with Debra Delgado Program  
18 Coordinator II and all work related matters regarding Ms. Delgado shall be  
19 forwarded to her supervisor Mr. Charles Morris.

20 2.4 Employee shall be required to sign in/out when she is required to be at the  
21 Tiyan Office for work related purposes.

22 2.5 Employee agrees and understands that any issues that may occur between Ms.  
23 Delgado and herself shall be brought to the **Chief Public Health Officer**  
24 **(CPHO)** for resolution. In the event that the matter cannot be resolved at the  
25 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.

1           **3. Management's Obligation.**

2           3.1 Management agrees to change the Final Notice of Adverse Action of a Twenty  
3           Day (20) Suspension to a Letter of Reprimand upon the signing Decision and  
4           Judgement by the Civil Service Commission.

5           3.2 Management agrees to back pay the employee from June 6, 2016 to July 1,  
6           2016 (twenty work days) at the employee current rate of pay.

7           3.3 Management agrees that the twenty (20) day back pay shall be fully paid to the  
8           employee no later than August 25, 2016.

9           3.4 Management shall reimburse all employees' benefits, including but not  
10          limited to sick and annual leave, retirement benefits, and all other benefits  
11          due and owed to employee under Guam law.

12          3.5 Management shall agree that if any issue arises between the Ms. Delgado and  
13          the employee, it shall be mediated by CPHO or a designee appointed by the  
14          Director.

15          3.6 Management agrees that Mr. Charles Morris shall not be allowed to  
16          participate in any issue between Ms. Delgado and the employee.

17          3.7 Management agrees that the employee shall only respond to Mr. Charles  
18          Morris regarding any matter that is work related.

19          3.8 Management shall pay its own attorney fees and costs

20         **4. Performance Accepted.** The parties each agree and acknowledges: (a) each party  
21         accepts performance of his/her obligations specified in this Agreement as a full  
22         and complete compromise of matters involving disputed issues before the Civil  
23         Service Commission; (b) that the negotiations for this settlement (including all  
24         statements, admissions or communications) by the parties or their attorneys or  
25         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.


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


5 6. Independent Advice of Counsel. Each party represents and declares that that  
6 party has received independent advice from its respective attorney or representative  
7 with respect to the advisability of making the settlement provided for herein and  
8 with respect to the advisability of executing this Agreement. Each party further  
9 represents and declares that that party has not relied upon any statement or  
10 representation by the other party or of any of its partners, agents, employees, or  
11 attorneys in executing this Agreement or in making the settlement provided for  
12 herein, except as expressly provided for herein.

13 7. Voluntary Agreement. Each party represents and declares that that party has  
14 carefully read this Agreement, knows the contents of this Agreement, and that  
15 each party has signed the same freely and voluntarily.  
16  
17

18 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written by  
19 their respective names:

20  
21   
22 MATHI MATTHEWS, 8/5/16  
23 Employee

  
24 JAMES GILLAN, 8.2.16  
25 DPHSS Director

  
26 DAVID BABAUTA,  
27 Lay Representative for Employee