



**BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS**



IN THE MATTER OF:

REX ENRIQUEZ,

Employee,

vs.

**DEPARTMENT OF PUBLIC
HEALTH & SOCIAL SERVICES,**

Management.

**GRIEVANCE APPEAL
CASE NO. 17-GRE12**

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 25th day of July 2017.




EDITH PANGELINAN
Chairperson



LOURDES HONGYEE
Vice-Chairperson

Not Present

PRISCILLA T. TUNCAP
Commissioner



JOHN SMITH
Commissioner



CATHERINE GAYLE
Commissioner



MICHAEL G. TOPASNA
Commissioner



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

8 **REX ENRIQUEZ,**

9 **Employee,**

10 **vs.**

11 **DEPARTMENT OF PUBLIC HEALTH
 12 AND SOCIAL SERVICES,**

13 **Management.**

**GRIEVANCE APPEAL
 CSC Case No.: 17-GRE12**

STIPULATION OF SETTLEMENT

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 **REX ENRIQUEZ** (hereinafter “Employee”) and **DEPARTMENT OF PUBLIC HEALTH
 17 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 June 13, 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 and Complaint in fair and equitable means and upon the terms and
 24 conditions set forth 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. 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-GRE012 with prejudice pursuant to the
9 terms of this agreement.

10 **3. Management's Obligation.**

11 3.1 Ms. Daisy Fallejo shall receive a corrective or disciplinary notice, by whatever name it
12 may be called, that instructs her to undergo counseling or training within a reasonable period of
13 time for anger management or hostile work environment or similar and further direct her to cease
14 and desist in all forms of disrespectful and discourteous treatment of other employees and to
15 conduct herself in professional manner at all times while at the workplace.

16 3.2 WIC program management or Director's Office shall arrange training for anger
17 management or hostile work environment or similar for employees and supervisors of the WIC
18 Program within one year of the effective date of this agreement.

19 3.3 Management (WIC Program) agrees to diligently address workplace issues and concerns
20 of staff to promote a peaceful and conducive working environment and to further address issues
21 and concerns of staff to avoid escalation to a crisis situation.

22 3.4 Management agrees that the Employee's current performance evaluation period
23 commencing Dec. 18, 2016 shall not be affected by any matter pertaining to or associated with
24 the grievance.

25 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
26 performance of its obligations specified in this Agreement as a full and complete compromise of
27 matters involving disputed issues; (b) that the negotiations for this settlement (including all
28 statements, admissions or communications by the parties of 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.



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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 it 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:

For Management:



REX ENRIQUEZ, Employee



JAMES GILLAN, Director

Date: 07/07/17

Date: 9.10.17