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BEFORE THE GUAM CIVIL SERVICE COMMISSION BOARD OF COMMISSIONERS



IN THE MATTER OF:

PATRICIA CERTEZA,

Employee,

VS.

GUAM POLICE DEPARTMENT,

Management.

ADVERSE ACTION APPEAL CASE NO.: 21-AA19T

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 15th day of March 2022.

(ABSENT)

JUAN K. CALVO

Chairman

PRISCILLA T. TUNCAP

Commissioner

ROBERT C. TAITANO

Commissioner

JOHN SMITH
Vice Chairman

ANTHONY P. BENAVENTE

Commissioner

JUDGMENT OF DISMISSAL

Patricia Certeza vs. Guam Police Department Adverse Action Case No.: 21-AA19T

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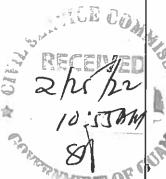
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VS.

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

22-124



BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

PATRICIA CERTEZA,

ADVERSE ACTION APPEAL Case No. 21-AA19T

Employee,

STIPULATION OF SETTLEMENT

GUAM POLICE DEPARTMENT,

Management.

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

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between PATRICIA CERTEZA (hereinafter "Employee") and GUAM POLICE DEPARTMENT, (hereinafter referred to as "Management") as follows:

- RECITALS

- A. The Employee was served with a Final Notice of Adverse Action that terminated her employment with the GPD on May 30, 2021 and,
- B. Employee subsequently commenced an Adverse Action Appeal (21-AA19T) in the Civil Service Commission of Guam; and,
- B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this matter in order to provide for certain arrangements in full settlement and discharge of the Appeal in a 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:

STIPULATION OF SETTLEMENT - 1

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1. <u>Purpose of Agreement</u>. 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

2. Employee's Obligation.

this Agreement that follow.

- 2.1 Employee hereby withdraws the responsive Adverse Action Appeal from the Civil Service Commission; and,
- 2.2 Employee agrees that Management shall rescind and expunge the responsive adverse action from her files.
- 2.3 Employee agrees that Employee shall submit a letter of resignation effective retroactive to the date of her separation or May 30, 2021.
- 2.4 Employee agrees to accept a lump sum payment of six thousand five hundred dollars (\$6,500.00) for the full and complete discharge of this matter.
- 2.4 Employee agrees that she shall not seek re-employment with the Guam Police Department.

3. Management's Obligation.

- 3.1 Management agrees to rescind and expunge the responsive Adverse Action from employee files and accept her letter of resignation effective retroactive to that same date.
- 3.2 Management shall provide the employee six thousand five hundred dollars (\$6,500) as total compensation for the discharge of this matter.
- 3.3 Management agrees that the employee shall not seek re-employment in the Guam Police Department.
- 4. <u>Performance Accepted.</u> 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 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.
- 5. <u>Additional Documents.</u> 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 within thirty days of the effective date.

- 6. <u>Independent Advice of Counsel</u>. 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. <u>Voluntary Agreement</u>. 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 effective as of the date written by their respective names.

For Employee:

For Management:

PATRICIA CERTEZA

STEPHEN IGNACIO, Chief of Police

Date: 2 23 22

Date: FEB 15 202