BEFORE THE
GUAM CIVIL SERVICE COMMISSION

BOARD OF COMMISSIONERS

Office of the People
Senator Régine Biscoe Lee
Legislative Secretary
Date/Time: 7/28/17 @ 10:12am
Initials:

GCH 34-17-784

IN THE MATTER OF:

REX ENRIQUEZ,

Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES,

Management.

GRIEVANCE APPEAL
CASE NO. 17-GRE12

JUDGMENT OF DISMISSAL

Speaker Benjamin J.F. Cruz
JUL 28 2017
JUL 2 8 2017
Time: 11:15 AM PM File No. 34-17-05
Received By:
PM 12:16

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

SO ADJUDGED THIS 28th day of July 2017.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

Not Present
PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

CATHERINE GAYLE
Commissioner

MICHAEL GATOPASNA
Commissioner

0784

Robert E. Koss, Lay Representative
Guam Federation of Teachers
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CIVIL SERVICE COMMISSION
RECEIVED
JUL 10 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

REX ENRIQUEZ, **Employee,** **vs.** **DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES,** **Management.**	**GRIEVANCE APPEAL** **CSC Case No.: 17-GRE12** **STIPULATION OF SETTLEMENT**

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

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

RECITALS

A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or about June 13, 2017; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all pending matters in order to provide for certain arrangements in full settlement and discharge of the Appeal and Complaint in 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:

ORIGINAL

1. **Purpose of Agreement**. 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 this Agreement that follow.

2. **Employee's Obligation**.

2.1 Employee shall withdraw the Grievance Appeal from the Civil Service Commission and request that the Commission dismiss Appeal 17-GRE012 with prejudice pursuant to the terms of this agreement.

3. **Management's Obligation.**

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

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

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

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

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 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. **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 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 as of the date written by their respective names.

For Employee:

REX ENRIQUEZ, Employee

Date: 07/07/17

For Management:

JAMES GILLAN, Director

Date: 7.10.17