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:

GL# 34-17-705

IN THE MATTER OF:

PATRICE J. HARA,

Employee,

vs.

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES,

Management.

GRIEVANCE APPEAL
CASE NO. 17-GRE03

JUDGMENT OF DISMISSAL

Speaker Benjamin J.F. Cruz

JUL 28 2017
Time 11:15 [ ] AM [X] PM File No. 34-706
Received By:

2017 JUL 28 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 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

0785

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Counsel for Employee.

CIVIL SERVICE COMMISSION
RECEIVED
JUL 10 2017
GOVERNMENT OF GUAM

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

IN THE MATTER OF: **PATRICE J. HARA,** Employee, vs. **DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES,** Management.	GRIEVANCE APPEAL CASE NO.: **17-GRE03** **STIPULATION OF SETTLEMENT**

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

RECITALS

A. The Employee commenced an Step IV Grievance against Management in the Civil Service Commission on or about February 27, 2017 regarding hostile work environment at the Department of Public Health & Social Services.

B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for this and all pending matters except with regards to issues before Workers' Compensation Commission in order to provide for certain arrangements in full settlement and discharge of the Grievance 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:

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 except with regards to issues before Workers' Compensation Commission regarding these matters, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Management's Obligation**.

2.1 That Joseph E. Montague will not now or in the future have any supervisory authority over Employee in any capacity;

2.2 That Joseph E. Montague will not discuss or engage in discussion regarding Employee with any other employees or other persons;

2.3 That Joseph E. Montague will not approach Employee or enter Employee's work area;

2.4 That Joseph E. Montague will receive specified training regarding Employee's HIPPA Rights and regarding Employee's rights under Workmen's Compensation; and

2.5 That Joseph E. Montague will be restricted from any access to Employee's personnel records at the Department of Public Health & Social Services.

3. **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 except with regards to issues before Workers' Compensation Commission; (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.

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4. **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.

5. **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.

6. **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.

Employee.

PATRICE J. HARA

DATE: 7/10/2017

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
Management.

JAMES W. GILLAN, *Director*

DATE: 7.8.17

SOMERFLECK & ASSOCIATES, PLLC
Attorneys for Employee.

By: _____
DANIEL S. SOMERFLECK, ESQ.

DATE: 7/10/2017