

BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

CHERRY PIE S. PANICAN,

Employee,

vs.

GUAM MEMORIAL HOSPITAL
AUTHORITY,

Management.

ADVERSE ACTION APPEAL
CASE NO. 14-AA26S

JUDGMENT OF DISMISSAL

Office of the Legislative Secretary,
Senator Tina Rose Mufia Barnes
Date 4-08-15
Time 4:00
Received by [Signature]

2015 APR 9 PM 2:36
[Signature]

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the Withdrawal of Adverse Action Appeal and the attached Stipulation for Settlement signed by both parties, attached hereto.

SO ADJUDGED THIS 7th day of April 2015.

[Signature]
LUIS R. BAZA
Chairman

[Signature]
MANUEL R. PINALIN
Vice-Chairman

[Signature]
PRISCILLA T. TUNCA
Commissioner

[Signature]
JOHN SMITH
Commissioner

[Signature]
LOU HONGYEE
Commissioner

DANIEL D. LEON GUERRERO
Commissioner

[Signature]
EDITH C. FANGELINAN
Commissioner

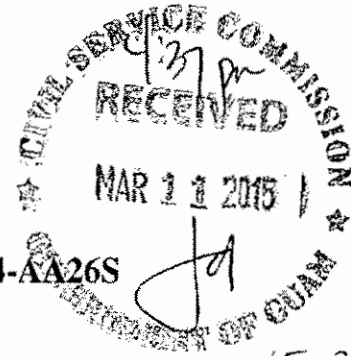
73-15-0319
Office of the Speaker
Judith T. Won Pat, F.D.D.
Date: 04-08-15
Time: 4:45 pm
Received By: [Signature]

ORIGINAL

78 **Guam Federation of Teachers**

3-13-15
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Before the Civil Service Commission
In the Government of Guam



**IN THE MATTER OF:
CHERRY PIE S. PANICAN**

Employee,

vs.

**GUAM MEMORIAL HOSPITAL
AUTHORITY,**

Management.

CASE NO#14-AA26S

**WITHDRAWAL OF ADVERSE
ACTION APPEAL WITH
PREJUDICE**

15-307

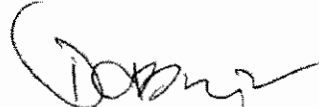
*TO: THE CIVIL SERVICE COMMISSION OF GUAM AND OPPOSING
MANAGEMENT REPRESENTATIVE OF RECORD*

Comes Now, the Employee in the above Captioned and Numbered Civil Service Commission Case, by and through her authorized representative of record hereby enters this Withdrawal of Adverse Action Appeal. Management and the Employee have come to a Settlement Agreement; of which an integral portion thereof is a dismissal of the Civil Service Commission Case #14-AA26S.

Accordingly Employee hereby moves to dismiss the above captioned and numbered CSC case in accordance with the above referenced Settlement Agreement with Management.

Submitted on the 11th day of March, 2015 by:


CHERRY PIE S. PANICAN
Employee


DAVID C BABAUTA
GFT Representative



Guam Federation of Teachers

Timothy Fedenko
President
David C. Babauta
Lay Representative
P.O. Box 2301
Hagåtña, Guam 96910 • USA
(671) 735-4390 • (671) 734-8085



Guam's Local Union 1581

RECEIVED
By: SRU
Date: 03-09-15

Representative for Employee

In The Matter Of:)
)
CHERRY PIE PANICAN,)
)
Employee,)
)
vs.)
)
GUAM MEMORIAL HOSPITAL)
AUTHORITY,)
Management.)

ADVERSE ACTION APPEAL
CASE NO.: 14-AA26S

STIPULATION FOR SETTLEMENT

THIS STIPULATION OF SETTLEMENT is by and between **CHERRY PIE PANICAN** ("Employee") and **GUAM MEMORIAL HOSPITAL AUTHORITY** ("Management") as follows:

RECITALS

- A. The Employee commenced an appeal against Management in the Civil Service Commission bearing Adverse Action Appeal Case No. 14-AA26S. The employee appealed from Management's issuance of a Final Notice of Adverse Action issued against the employee which resulted in a Three (3) Day Suspension.
- B. Management and the Employee agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the

1 interest of the Civil Service Commission time and resources the parties hereby
2 agree to this Settlement Agreement.

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

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

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

14 **2. Employee's Obligation.**
15 2.1 Employee shall withdraw the Adverse Action Appeal from the Civil
16 Service Commission and request that the Commission dismiss the
17 Appeal with prejudice.

18 2.2 Employee agrees to Two (2) Day Suspension.

19 **3. Management's Obligation.**
20 3.1 Management shall expunge all adverse action documents filed relating
21 to this case from the employee's personnel file.

22 3.2 Management agrees to back pay the employee for One (1) Day.

23 3.3 Management shall pay its own attorney fees and costs

24 **4. Performance Accepted.** The parties each agree and acknowledges: (a)
25 that the party accepts performance of his/her obligations specified in this

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Agreement as a full and complete compromise of matters involving disputed issues before the Civil Service Commission; (b) that the negotiations for this settlement (including all statements, admissions or communications) by the parties or their attorneys or 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.


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 that party has received independent advice from its respective attorneys or 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 that party 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 that party has carefully read this Agreement, knows the contents of this Agreement, and that each party has signed the same freely and voluntarily.

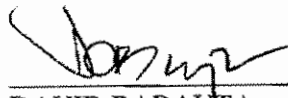
1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date
 2 written by their respective names:
 3

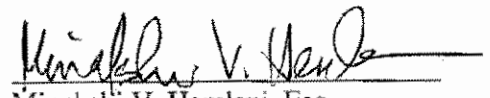
4 
 5 CHERRY PIE PANICAN
 6 Employee


 JOSEPH P. VERGA
 CEO/Administrator
 Guam Memorial Hospital Authority

7
 8 Date: 3/10/15

Date: 3/9/15

9 
 10 DAVID BABAUTA
 11 Lay Representative for Employee


 10 Minakshi V. Hemlani, Esq.
 11 Fisher & Associates
 12 Legal Counsel for Management GMHA

13 Date: 3/11/15

Date: 3/9/15

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