

BEFORE THE GUAM CIVIL SERVICE COMMISSION BOARD OF COMMISSIONERS



IN THE MATTER OF:

CYNTHIA E. IGE,

Employee,

VS.

GUAM POLICE DEPARTMENT,

Management.

GRIEVANCE APPEAL CASE NO.: 23-GRE07

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 13th day of February, 2024.

JUAN K. CALVO

Chairman

ROBERT C. TAITANO

Commissioner

ANTHONY P. BENAVENTE

Vice Chairman

FRANCISCO T. GUERRERO

Commissioner

JUDGMENT OF DISMISSAL

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24-001

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

CYNTHIA IGE,

GRIEVANCE APPEAL Case No. 23-GRE07

Employee,

VS.

STIPULATION OF SETTLEMENT

GUAM POLICE DEPARTMENT

Management.

To the Civil Service Commission of Guam

THIS STIPULATION OF SETTLEMENT AND AGREEMENT. is by and between CYNTHIA IGF (hereinafter "Employee") and the GUAM POLICE DEPARTMENT. (hereinafter referred to as "Management") as follows:

RECITALS

- A. The above named Employee initiated a grievance against the Guam Police Department for differential pay after being assigned working in a higher position classification for numerous years. Employee was promised compensation
- 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 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:

STIPULATION OF SETTLEMENT - 1

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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 agrees to withdraw and dismiss her grievance appeal before Service Commission with prejudice pursuant to the initially agreeable terms of this stipulated settlement agreement.
- 2.2 Employee agrees to accept a tump sum payment of \$11,314.46 for the full and complete compensation for this matter, \$3015.30 of benefits will be paid by management to respective vendors.

3. Management's Obligation.

- 3.1 Management agrees that the Employee shall receive compensation in the amount of \$11,314.46 as a complete settlement of her grievance.
- 3.2 Management shall provide the employee a lump sum payment of \$11.314.46 for the full and complete compensation for this matter. \$3015.30 of benefits will be paid by management to respective vendors, for a total compensation of \$14.329.76.
- 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 within thirty (30) 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 STIPULATION OF SETTLEMENT 2



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executing this Agreement. Each party further represents and declares that it has not refied 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:

orthia Ige, Euroloyee

Date: 12/28/23

For Management:

Stephen lynacio. Chievof Police

Date: 12/23/23

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