IN THE MATTER OF:

JOHN T. PEREDO,
  Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,
  Management.

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

SO ADJUDGED THIS 5th day of January 2016.

LUIS R. BAZA
Chairman

PRISCILLA T. TUNCAP
Commissioner

LOU HONGYEE
Commissioner

CATHERINE GAYLE
Commissioner

DANIEL D. LEON GUERRERO
Vice-Chairman

JOHN SMITH
Commissioner

EDITH C. PANGELINAN
Commissioner
CIVIL SERVICE COMMISSION
GOVERNMENT OF GUAM

IN THE MATTER OF:

JOHN T. PEREDO,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

STIPULATION OF SETTLEMENT
AND AGREEMENT

THIS STIPULATION OF SETTLEMENT is by and between JOHN T. PEREDO
(“Employee”) and DEPARTMENT OF PUBLIC WORKS (“Management”) as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service
Commission bearing Grievance Appeal Case No. 14-GRE-58.

B. Management and the Employee (hereafter the “Parties”) agree that the Construction
Building Inspector II position is not open for hiring at this time.
C. The parties agree that this is a disputed case and in order to achieve favorable relations between the Employee and Management, and in the interest of the Civil Service Commission’s time and resources the parties hereby agree to this Settlement Agreement.

D. The terms and conditions of this Agreement shall become effective and operative upon the execution by both parties; understanding that the Civil Service Commission shall subsequently act to memorialize 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 disputed referenced matter, namely, Case No. 14-GRE-58. It is the intention of the parties by the execution of this Agreement to fully, finally and completely resolve this grievance appeal, in the manner more specifically set forth in the terms of this Agreement that follow.

2. **Employee’s Obligation.**
   
   2.1 Employee shall withdraw his Grievance Appeal from the Civil Service Commission and request that the Commission dismiss the appeal with prejudice.
   
   2.2 Employee shall pay his own attorney fees and costs.
   
   2.3 Employee shall produce within six months of signing this Agreement approved documentation satisfactory to management to support his claim for the number of hours of overtime claimed to have been worked.

3. **Management’s Obligation.**
   
   3.1 Management shall pay the employee the amount of $34,781.01 for detail
3.2 Management shall pay employee all overtime owed, provided that the employee shall first produce within six months of employee signing this Agreement documentation satisfactory to management to support his claim for the number of hours of overtime worked.

3.3 Management shall pay its own attorney fees and costs

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

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

**JOHN T. PEREDEO,**
Employee
Date: 22 Sept. 2015

**MARIANNE WOLOSCHUK,**
Legal Counsel for Management
Date: 22 Sept. 2015

**GLENN LEON GUERRERO,**
Director Department of Public Works
Date: 9/28/15

**MARIANDEL PRIORE,**
Lay Representative for Employee
Date: 9/29/15
IN THE SUPERIOR COURT OF GUAM
HAGATÑA, GUAM

IN THE MATTER OF:
JOHN T. PEREDO,
Employee,
vs.
DEPARTMENT OF PUBLIC WORKS,
Management.

STIPULATION OF SETTLEMENT AND AGREEMENT

THIS STIPULATION OF SETTLEMENT is by and between JOHN T. PEREDO
("Employee") and DEPARTMENT OF PUBLIC WORKS ("Management") as follows:

RECITALS

A. The Employee commenced an appeal against Management in the Civil Service
   Commission bearing Grievance Appeal Case No. 14-GRE-58.

B. Management and the Employee (hereafter the "Parties") agree that the Construction
   Building Inspector II position is not open for hiring at this time.
I, [Employee Name], do hereby affirm and certify that I have been furnished a copy of the Ethics Regulations issued by the Civil Service Commission pursuant to the Guam Procurement Act (Public Law 16-124); that I am familiar with and will abide by them.

Signature of Employee

Position Title

Department/Agency

DATE: Sept 31, 2015

WITNESSED:

Signature of Witness

DATE: 9.21.15

NAME: Port Authority of Guam

ADDRESS: 1026 Calmus Hwy Ste 201

(City) (State) (Zip Code)

RECEIVED BY CIVIL SERVICE COMMISSION:

Signature

NAME (Please Print)

DATE: ____________________________