



BEFORE THE  
 GUAM CIVIL SERVICE COMMISSION  
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

JOHN T. PEREDO,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

GRIEVANCE APPEAL  
 CASE NO. 14-GRE-58

JUDGMENT OF DISMISSAL

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 5<sup>th</sup> day of January 2016.

not present  
 LUIS R. BAZA  
 Chairman

not present  
 DANIEL D. LEON GUERRERO  
 Vice-Chairman

Priscilla T. Tunca  
 PRISCILLA T. TUNCA  
 Commissioner

John Smith  
 JOHN SMITH  
 Commissioner

Lou Hongyee  
 LOU HONGYEE  
 Commissioner

Edith C. Pangelinan  
 EDITH C. PANGELINAN  
 Commissioner

Catherine Gayle  
 CATHERINE GAYLE  
 Commissioner

ORIGINAL



- 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

pay.

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. PEREDO,  
Employee

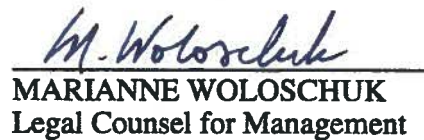
Date: 22 Sept. 2015

  
DANIEL DEL PRIORE,  
Lay Representative for Employee

Date: 22 Sept. 2015

  
GLENN LEÓN GUERRERO,  
Director Department of Public Works

Date: 9/28/15

  
MARIANNE WOŁOSCHUK  
Legal Counsel for Management

Date: 9/29/15



**Office of the Attorney General**  
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 Civil Litigation Division  
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**Attorneys for Management**

**IN THE SUPERIOR COURT OF GUAM  
 HAGÁTÑA, GUAM**

IN THE MATTER OF:

JOHN T. PEREDO,

Employee,

vs.

DEPARTMENT OF PUBLIC WORKS,

Management.

) GRIEVANCE APPEAL  
 ) CASE NO. 14-GRE-58

**STIPULATION OF SETTLEMENT  
 AND AGREEMENT**



15-974  
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 of heading.

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.

GOVERNMENT EMPLOYEE STATEMENT  
GUAM PROCUREMENT ACT  
CHAPTER 11  
ETHICS REGULATIONS

I, Jaqueline M. Edaust, do hereby affirm and certify that  
(Name of Employee)

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.

Jaqueline M. Edaust  
Signature of Employee  
Manuana Anselm  
Position Title  
Post Authority  
Department/Agency  
DATE: Sept 21, 2015

WITNESSED:

[Signature]  
Signature of Witness

DATE: 9.21.15

NAME: Post Authority of Gu

ADDRESS: 1226 Cabras Hwy Ste 201  
Piti, Gu 96925  
(City) (State) (Zip Code)



RECEIVED BY CIVIL SERVICE COMMISSION:

Signature

NAME (Please Print)

DATE: