



**BEFORE THE  
GUAM CIVIL SERVICE COMMISSION  
BOARD OF COMMISSIONERS**



**IN THE MATTER OF:**

**PATRICK ARTERO,**

**Employee,**

**vs.**

**DEPARTMENT OF AGRICULTURE,**

**Management.**

**ADVERSE ACTION APPEAL  
CASE NO.: 17-GRE19**

**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 01<sup>st</sup> day of February 2018.

  
\_\_\_\_\_  
**EDITH PANGELINAN**  
Chairperson

  
\_\_\_\_\_  
**LOURDES HONGYEE**  
Vice-Chairperson

  
\_\_\_\_\_  
**PRISCILLA T. TUNCAP**  
Commissioner

  
\_\_\_\_\_  
**JOHN SMITH**  
Commissioner

Not Present  
\_\_\_\_\_  
**CATHERINE GAYLE**  
Commissioner

(Resigned as of January 5, 2018)  
**MICHAEL G. TOPASNA**  
Commissioner



1 Robert E. Koss, Lay Representative  
 2 Guam Federation of Teachers  
 3 P.O. Box 2301  
 4 Hagatna, Guam 96910  
 5 Ph. (671) 735-4390 Fax (671) 734-8085  
 6 Email rkoss@gftunion.com



7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **PATRICK ARTERO,**  
 9 **Employee,**

**GRIEVANCE APPEAL**  
**CSC Case No.: 17-GRE19**

10 vs.

**STIPULATION OF SETTLEMENT**

11 **DEPARTMENT OF AGRICULTURE,**  
 12 **Management.**

13 To the Civil Service Commission of Guam and opposing Management Representative of record.

14 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between  
 15 **PATRICK ARTERO** (hereinafter "Employee") and **DEPARTMENT OF AGRICULTURE**,  
 16 (hereinafter referred to as "Management") as follows:  
 17

18 **RECITALS**

19 A. The Employee commenced a Grievance Appeal in the Civil Service Commission on or  
 20 about September 13, 2017; and,

21 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for  
 22 this and all pending matters in order to provide for certain arrangements in full settlement and  
 23 discharge of the Appeal and Complaint in fair and equitable means and upon the terms and  
 24 conditions set forth herein.

25 C. The terms and conditions of said Agreement shall become operative upon execution of  
 26 this Agreement.

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



1 **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this  
2 Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the  
3 parties by the execution of this Agreement to fully, finally and completely resolve all disputes  
4 between them regarding these matters, in the manner more specifically set forth in the terms of  
5 this Agreement that follow.

6 **2. Employee's Obligation.**

7 2.1 Employee agrees that his grievance question shall be submitted to the Attorney General  
8 Office for an opinion and that he shall accept the Attorney General's Opinion as a resolution  
9 and disposition of his grievance at the administrative level, except that if he finds that the  
10 Attorney General's opinion to be contrary to local or federal law he shall have the right to  
11 appeal that decision to a court of appropriate jurisdiction.

12 2.2 Employee agrees that he shall dismiss his appeal before the Commission with prejudice  
13 upon receipt of the opinion from the Office of the Attorney General of Guam.

14 2.3 Employee agree that S.O.P. 14.5 shall remain in effect and that he shall abide by it until  
15 such time as the Attorney General of Guam releases an opinion requiring a modification,  
16 change or rescinding of the referenced S.O.P.

17 **3. Management's Obligation.**

18 3.1 Management agrees that it shall submit the Employee's grievance question to the Office  
19 of the Attorney General for its legal opinion within ten (10) days of entering into this agreement  
20 as follow; and,

21 *"Does Department of Agriculture S.O.P.14.5 infringe on the right of Patrick Artero,  
22 Commodities Inspector III (a peace officer pursuant to Ag Opinion ref: AGR90-1626) to  
23 carry his personal concealed weapon while on duty?"*

24 3.2 Management agrees that it shall accept and comply with the Opinion of the Attorney  
25 General as a final resolution and disposition of the Employee's grievance, except that if it finds  
26 the AG Opinion to be contrary to law, it may appeal to a court of competent jurisdiction.

27 3.3 Management agrees to modify its S.O.P. 14.5 within ten (10) days after receipt of an  
28 Attorney General's Opinion, if necessary for compliance thereto.

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  
STIPULATION OF SETTLEMENT - 2



1 statements, admissions or communications by the parties of their attorneys or representative shall  
 2 not be considered by any of said parties; (c) and that no past or present wrong doing on the part  
 3 of the parties shall be implied by such negotiations.

4 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all  
 5 supplementary documents and take all additional actions that may be necessary as appropriate to  
 6 give full force and effect to the basic terms and intent of this Agreement.

7 **6. Independent Advice of Counsel.** Each party represents and declares that it has received  
 8 independent advice from its respective attorneys and representative with respect to the  
 9 advisability of making the settlement provided for herein and with respect to the advisability of  
 10 executing this Agreement. Each party further represents and declares that it has not relied upon  
 11 any statement or representation by the other party or of any of its partners, agents, employees, or  
 12 attorneys in executing this Agreement or in making the settlement provided for herein, except as  
 expressly provided for herein.

13 **7. Voluntary Agreement.** Each party represents and declares that it has carefully read this  
 14 Agreement, that it knows the contents of this Agreement, and that it has signed the same freely  
 15 and voluntarily.

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

18 **For Employee:**

18 **For Management:**

19   
 20 \_\_\_\_\_  
 21 **PATRICK ARTERO, Employee**

19   
 20 \_\_\_\_\_  
 21 **MATHEW SABLAN, Director**

22 **Date:** 1/17/18

22 **Date:** 1/17/18