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 01st day of February 2018.

EDITH PANGELINAN
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

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

Catherine Gayle
Commissioner

JUDGMENT OF DISMISSAL
Patrick Artero vs. Department of Agriculture
Grievance Appeal Case No.: 17-GRE19

ORIGINAL
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

PATRICK ARTERO,
Employee,

vs.

DEPARTMENT OF AGRICULTURE,
Management.

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

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between PATRICK ARTERO (hereinafter “Employee”) and DEPARTMENT OF AGRICULTURE, (hereinafter referred to as “Management”) as follows:

RECITALS

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

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

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

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

3. **Management's Obligation.**

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

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

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

3.3 Management agrees to modify its S.O.P. 14.5 within ten (10) days after receipt of an 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
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.

6. **Independent Advice of Counsel.** 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 executing this Agreement. Each party further represents and declares that it 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 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.

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**For Employee:**

Signature: [Signature]

Date: 1/17/18

PATRICK ARTERO, Employee

**For Management:**

Signature: [Signature]

Date: 1/17/18

MATHEW SABLAN, Director

STIPULATION OF SETTLEMENT - 3