



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



**IN THE MATTER OF:**

**PATRICK ARTERO,**

**Employee,**

**vs.**

**DEPARTMENT OF AGRICULTURE,**


**Management.**

**GRIEVANCE APPEAL  
CASE NO. 17-GRE08**

**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 29<sup>th</sup> day of June 2017.

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

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

  
\_\_\_\_\_  
**PRISCILLA T. TUNCA P**  
Commissioner

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

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

Not Present  
\_\_\_\_\_  
**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-GRE08**

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

18 **RECITALS**

19 The Employee commenced an Grievance Appeal in the Civil Service Commission on or about  
 20 May 16, 2017 on the basis set forth therein.

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

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

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

28 **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

**ORIGINAL**



1 parties by the execution of this Agreement to fully, finally and completely resolve all disputes  
2 between them regarding these matters, in the manner more specifically set forth in the terms of  
3 this Agreement that follow.

4 **2. Employee's Obligation.**

5 2.1 Employee shall withdraw the Appeal from the Civil Service Commission and request  
6 that the Commission dismiss Grievance Appeal 17-GRE08 with prejudice.

7 2.2 Employee agrees that he shall accept \$19,881.60 deferential pay as payment for the full  
8 settlement of his grievance.

9 **3. Management's Obligation.**

10 3.1 Management agrees to compensate the employee for all hours (2,280 hours) that he  
11 worked as an Acting Division Chief at the same rate as the Agricultural Development Chief  
12 less that amount of compensation he has already received and is computed as follow:

13 a. Employee has been compensated for all hours worked his regular rate or \$25.68 per hour  
14 or \$53,417 per annum; and,

15 b. Employee performed work as an Acting Division Chief from September 14, 2015 to  
16 October 19, 2016 or 2280 hours; and,

17 c. Employee is entitled to differential pay for the period he performed work as a Division  
18 Chief equal to the salary of Agricultural Development Chief \$71,560.68 or \$34.40 per hour  
19 minus the \$25.68 he has been paid. A difference of \$8.72 per hour.

20 d.  $\$8.72/\text{hour} \times 2280 = \$19,881.60$  less mandatory employee deductions.

21 e. Government shall pay its share of retirement contributions in addition to the differential  
22 pay referenced herein.

23 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts  
24 performance of its obligations specified in this Agreement as a full and complete compromise of  
25 matters involving disputed issues; (b) that the negotiations for this settlement (including all  
26 statements, admissions or communications by the parties of their attorneys or representative shall  
27 not be considered by any of said parties; (c) and that no past or present wrong doing on the part  
28 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.



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

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

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

12       **For Employee:**

12       **For Management:**

13         
 14       \_\_\_\_\_  
 Patrick Artero, Employee

13         
 14       \_\_\_\_\_  
 Mathew Sablan, Director

15       Date: 5/30/17

15       Date: 5/30/17