BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS

IN THE MATTER OF:

JOHN D. SANTOS,
Employee,
vs.
GUAM FIRE DEPARTMENT,
Management.

GRIEVANCE APPEAL
CASE NO.: 17-GRE21

ADVERSE ACTION APPEAL
CASE NO.: 17-AA15D

JUDGMENT OF DISMISSAL

The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulated Global Settlement Agreement, attached hereto.

SO ADJUDGED THIS 4th day of April 2019.

LUI S R. BAZA
Chairperson

LOURDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

(C的是ent)
CATHERINE GAYLE
Commissioner

JUDGMENT OF DISMISSAL
John D. Santos vs. Guam Fire Department
Grievance Appeal Case No.: 17-GRE21 and
Adverse Action Appeal Case No.: 17-AA15D

Page 1
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

JOHN D. SANTOS,  
Employee,  

vs.  

GUAM FIRE DEPARTMENT,  
Management  

CSC APPEALS Case Nos:  
17-GRE21 and 17-AA15D  

STIPULATED  
GLOBAL SETTLEMENT  
AGREEMENT  

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between JOHN  
D. SANTOS (hereinafter "Employee") and, THE GUAM FIRE DEPARTMENT (hereinafter  
referred to as "Management") as follows:

RECITALS  

A. The Employee commenced a Grievance and Adverse Action Appeals, Case nos. 17-GRE21  
and 17-AA15D in the Civil Service Commission; 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:

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  

STIPULATION OF SETTLEMENT - 1
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 shall withdraw the Grievance Appeal 17-GRE21 and his Adverse Action Appeal 17-AA15D with prejudice pursuant to the terms of this agreement. Employee will not seek payment retroactive upon rescinding of the adverse action. Employee will not seek retroactive payment to retirement fund retroactive upon rescinding of the adverse action.

3. **Management's Obligation.**

3.1 Management agrees that it shall rescind the Adverse Action (Demotion), CSC Case No. 17-AA15D. Management will reinstate employee to previous rank without retroactive payment.

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 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 within thirty days of the effective date.

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 below their respective names.

For Employee: 

JOHN SANTOS, Employee

Date: 3/26/19

For Management: 

DANIEL C. STONE, Fire Chief

Date: 3/27/19