



**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**

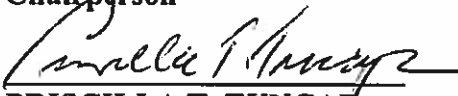
**JUDGMENT OF DISMISSAL**

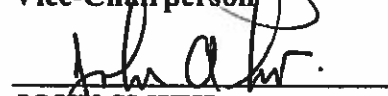
The Civil Service Commission hereby dismisses the above captioned case with prejudice pursuant to the signed Stipulated Global Settlement Agreement, attached hereto.

SO ADJUDGED THIS 4<sup>th</sup> day of April 2019.

  
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**LUIS R. BAZA**  
Chairperson

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

  
\_\_\_\_\_  
**PRISCILLA T. TUNCAF**  
Commissioner

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

(absent)  
\_\_\_\_\_  
**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



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 2 Guam Federation of Teachers  
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7 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

8 **JOHN D. SANTOS,**  
 9 **Employee,**

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

10 vs.

**STIPULATED  
 GLOBAL SETTLEMENT  
 AGREEMENT**

11 **GUAM FIRE DEPARTMENT,**  
 12 **Management.**

13 To the Civil Service Commission of Guam.

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

17 **RECITALS**

- 18 A. The Employee commenced a Grievance and Adverse Action Appeals, Case nos. 17-GRE21  
 and 17-AA15D in the Civil Service Commission; and,
- 19 B. The parties desire to enter into this Settlement Agreement (hereinafter "Agreement") for  
 20 this and all pending matters in order to provide for certain arrangements in full settlement  
 21 and discharge of the Appeal and Complaint in fair and equitable means and upon the terms  
 22 and conditions set forth herein.
- 23 C. The terms and conditions of said Agreement shall become operative upon execution of this  
 24 Agreement.

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

27 **1. Purpose of Agreement.** Employee and Management acknowledge and agree that this  
 28 Agreement is a Settlement and Compromise of the referenced matter. It is the intention of the



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 Grievance Appeal 17-GRE21 and his Adverse Action Appeal  
6 17-AA15D with prejudice pursuant to the terms of this agreement. Employee will not seek  
7 payment retroactive upon rescinding of the adverse action. Employee will not seek retroactive  
8 payment to retirement fund retroactive upon rescinding of the adverse action

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

10 3.1 Management agrees that it shall rescind the Adverse Action (Demotion), CSC Case No. 17-  
11 AA15D. Management will reinstate employee to previous rank without retroactive payment.

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

18 **5. Additional Documents.** All parties agree to cooperate fully and execute any and all  
19 supplementary documents and take all additional actions that may be necessary as appropriate to  
20 give full force and effect to the basic terms and intent of this Agreement within thirty days of the  
21 effective date.

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

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



1       **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written  
2 below their respective names.

3  
4       **For Employee:**

4       **For Management:**

5  
6   
7 \_\_\_\_\_  
8 **JOHN SANTOS, Employee**

6   
7 \_\_\_\_\_  
8 **DANIEL C. STONE, Fire Chief**

8  
9       Date: 3/26/19

9       Date: 3/27/19