



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



IN THE MATTER OF:

JOHN D. SANTOS,

Employee,

vs.

GUAM FIRE DEPARTMENT,

Management.

**ADVERSE ACTION APPEAL
CASE NO.: 18-GRE10**

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 17th day of January 2019.

**LUIS R. BAZA
Chairperson**

**LOURDES HONGYEE
Vice-Chairperson**

**PRISCILLA T. TUNCAP
Commissioner**

**JOHN SMITH
Commissioner**

(Absent)

**CATHERINE GAYLE
Commissioner**

JUDGMENT OF DISMISSAL

John D. Santos vs. Guam Fire Department
Grievance Appeal Case No.: 18-GRE10



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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,**

10 **vs.**

11 **GUAM FIRE DEPARTMENT,**

12 **Management.**

GRIEVANCE APPEAL
CSC Case No:18- GRE10

STIPULATION OF SETTLEMENT

13 To the Civil Service Commission of Guam.

14
 15 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between **JOHN**
 16 **D. SANTOS** (hereinafter “employee”) and the **GUAM FIRE DEPARTMENT**, (hereinafter
 17 referred to as “management”) as follows:

18
 19 **RECITALS**

- 20 A. The Employee commenced a Grievance Appeal, CSC case no. 18-GRE10 in the Civil
 21 Service Commission; and,
 22 B. In the interest of fairness and equity, the parties desire to enter into this Settlement
 23 Agreement (hereinafter “Agreement”) for this matter in order to provide for certain
 24 arrangements in full settlement and discharge of the Appeals and Complaints in
 25 accordance with the terms and conditions set forth herein.
 26 C. The terms and conditions of said Agreement shall become operative upon execution of
 27 this Agreement.

ORIGINAL



1 NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the
2 parties agree as follows:

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

8 2. **Employee's Obligation.**

9 2.1 Employee agrees he shall dismiss his Grievance Appeals 18-GRE10 with prejudice
10 pursuant to the terms of this agreement.

11 2.2 Employee agrees that he shall be paid a sum total of \$2,000 as a compromise and full
12 and complete resolution of his grievance.

13 2.3 Employee agrees that this settlement agreement is a compromise of a disputed claim and
14 is expressly not an admission by either party of any wrongdoing or any violation of policy.

15 3. **Management's Obligation.**

16 3.1 Management agrees to pay the Employee the sum total of \$2,000 as complete and full
17 compromise and settlement of the dispute raised in the employee's grievance.

18 3.2 Management agrees that this settlement agreement is a compromise of a disputed claim
19 and is expressly not an admission by either party any wrongdoing or any violation policy.

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

26 5. **Additional Documents.** All parties agree to cooperate fully and execute any and all
27 supplementary documents and take all additional actions that may be necessary as
28 appropriate to give full force and effect to the basic terms and intent of this Agreement within
thirty (30) days of its 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



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

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

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

11 **For Employee:**

11 **For Management:**

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15 **JOHN SANTOS, Employee**

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15 **ALEXANDER M. CASTRO,
Assistant Fire Chief**