



BEFORE THE
 GUAM CIVIL SERVICE COMMISSION
 BOARD OF COMMISSIONERS



IN THE MATTER OF:

KRISTOFFER CASTRO,

Employee,

vs.

DEPARTMENT OF AGRICULTURE,

Management.

GRIEVANCE APPEAL
 CASE NO.: 18-GRE06

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 4th day of April 2019.

LUIS R. BAZA
 Chairperson

LOURDES HONGYEE
 Vice-Chairperson

PRISCILLA T. TUNCAP
 Commissioner

JOHN SMITH
 Commissioner

(absent)

CATHERINE GAYLE
 Commissioner



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5 **BEFORE THE CIVIL SERVICE COMMISSION OF GUAM**

7 **KRISTOFFER CASTRO**

8 **Employee,**

9 **vs.**

10 **DEPARTMENT OF AGRICULTURE,**

11 **Management.**

12 **GRIEVANCE APPEAL**
 13 **CSC Case No.: 18-GRE06**

14 **STIPULATION OF SETTLEMENT**

15 To the Civil Service Commission of Guam.

16 **THIS STIPULATION OF SETTLEMENT AND AGREEMENT**, is by and between
 17 **KRISTOFFER CASTRO** (hereinafter “employee”) and the **GUAM DEPARTMENT OF**
 18 **AGRICULTURE**, (hereinafter referred to as “management”) as follows:

19 **RECITALS**

- 20 A. The Employees commenced Grievance Appeals case no. 18-GRE06 in the Civil Service
- 21 Commission; and,
- 22 B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for
- 23 this pending matter in order to provide for certain arrangements in full settlement and
- 24 discharge of the Grievance Appeal in accordance with the terms and conditions set forth
- 25 herein.
- 26 C. The terms and conditions of said Agreement shall become operative upon execution of
- 27 this Agreement.



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 hereby dismisses and withdraws his Grievance Appeal before the Civil
10 Service Commission and further requests that the Commission dismiss Appeal 18-GRE06
11 with prejudice pursuant to the terms of this agreement.

12 2.2 Employee agrees that he will accept a voluntary lateral transfer and reassignment to
13 Commodities Section or Biosecurity Section of the Department of Agriculture or Plant
14 Inspection Facility Division in the position classification of *Commodity Inspector I* at the
15 appropriate pay grade and step that closest to his current salary as full and complete
16 resolution of his grievance.

17 2.3 Employee agrees that this settlement is not intended to waive his right or entitlement to
18 receive any outstanding increments that may be pending.

19 **3. Management's Obligation.**

20 3.1 Management agrees that it shall transfer and reassign the Employee to Commodities or
21 Biosecurity Section of the Department of Agriculture in the position classification of
22 *Commodity Inspector I* and to the appropriate pay grade and step that is closest to the current
23 salary of the Employee.

24 3.2 Management further agrees that this settlement is not intended to deny the employee any
25 pending increments that he may be entitled to.

26 **4. Performance Accepted.** The parties agree and acknowledges: (a) that it accepts
27 performance of its obligations specified in this Agreement as a full and complete
28 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.



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

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

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

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

17 **For Employee:**

17 **For Management:**

18  3-19-19
19 KRISTOFFER CASTRO, Employee

18  03/19/19
19 JOHN C. BORJA, Acting Director