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 ______ day of ______ 2019.

LUI S. R. BAZA
Chairperson

LO URDES HONGYEE
Vice-Chairperson

PRISCILLA T. TUNCAP
Commissioner

JOHN SMITH
Commissioner

(absent)
CATHERINE GAYLE
Commissioner

JUDGMENT OF DISMISSAL
Kristoffer Castro vs. Department of Agriculture
Grievance Appeal Case No.: 18-GRE06
BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

KRISTOFFER CASTRO

Employee,

vs.

DEPARTMENT OF AGRICULTURE,

Management.

GRIEVANCE APPEAL
CSC Case No.: 18-GRE06

STIPULATION OF SETTLEMENT

To the Civil Service Commission of Guam.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT, is by and between

KRISTOFFER CASTRO (hereinafter “employee”) and the GUAM DEPARTMENT OF

AGRICULTURE, (hereinafter referred to as “management”) as follows:

RECITALS

A. The Employees commenced Grievance Appeals case no. 18-GRE06 in the Civil Service

Commission; and,

B. The parties desire to enter into this Settlement Agreement (hereinafter “Agreement”) for

this pending matter in order to provide for certain arrangements in full settlement and

discharge of the Grievance Appeal in accordance with the terms and conditions set forth

herein.

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

this Agreement.

STIPULATION OF SETTLEMENT - 1
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 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 hereby dismisses and withdraws his Grievance Appeal before the Civil Service Commission and further requests that the Commission dismiss Appeal 18-GRE06 with prejudice pursuant to the terms of this agreement.
   2.2 Employee agrees that he will accept a voluntary lateral transfer and reassignment to Commodities Section or Biosecurity Section of the Department of Agriculture or Plant Inspection Facility Division in the position classification of *Commodity Inspector I* at the appropriate pay grade and step that closest to his current salary as full and complete resolution of his grievance.
   2.3 Employee agrees that this settlement is not intended to waive his right or entitlement to receive any outstanding increments that may be pending.

3. **Management’s Obligation.**
   3.1 Management agrees that it shall transfer and reassign the Employee to Commodities or Biosecurity Section of the Department of Agriculture in the position classification of *Commodity Inspector I* and to the appropriate pay grade and step that is closest to the current salary of the Employee.
   3.2 Management further agrees that this settlement is not intended to deny the employee any pending increments that he may be entitled to.

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 (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 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 it 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 by their respective names.

**For Employee:**

[Signature]

2-19-19

KRISSOFER CASTRO, Employee

**For Management:**

[Signature]

03/19/19

JOHN C. BORJA, Acting Director