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

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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**

**ORDER RE-OPENING CASE
TO INCORPORATE
AMENDED STIPULATED
GLOBAL SETTLEMENT
AGREEMENT**

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This matter came before the Commission on June 21, 2022, on the parties' joint motion to reopen the case to reflect their Amended Stipulated Global Agreement attached hereto.

19
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ORDER

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

Page 1 of 2

1 The parties, being in agreement, The Commission voted 5 to 0 to
2 reopen this matter and adopt the Amended Stipulated Global Settlement
3 Agreement as the Judgment of the Commission in this case.

4 **SO ORDERED this 21st day of June, 2022.**

5 **ABSENT**

6 **JUAN K. CALVO**
Chairman

7 
ANTHONY P. BENAVENTE
Vice Chairman

8 
PRISCILLA TUNCAP
Commissioner

9 
JOHN SMITH
Commissioner

10 
ROBERT C. TAITANO
Commissioner

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FRANCISCO T. GUERRERO
Commissioner

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19 **ORDER**

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

Page 2 of 2



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5 **GUAM FIRE DEPARTMENT**
6 Suite 1001, DNA Building
7 Archbishop Flores Street
8 Hagåtña, Guam 96910
9 Telephone No.: (671) 642-3321

10 **BEFORE THE CIVIL SERVICE COMMISSION ON GUAM**

11
12 **JOHN D. SANTOS,**

13 Employee,

14 vs.

15 **GUAM FIRE DEPARTMENT,**

16 Management.

CSC APPEALS CASE NOS. 17-GRE21
and 17-AA15D

**AMENDED STIPULATED GLOBAL
SETTLEMENT AGREEMENT**

17
18 **To: Civil Service Commission of Guam**

19 THIS AMENDED STIPULATION OF SETTLEMENT AND AGREEMENT, is by and
20 between JOHN D. SANTOS (hereafter "Employee") and, the GUAM FIRE DEPARTMENT
21 (hereinafter referred to as "Management") as follows:
22

23 **RECITALS**

24 A. The Employee commenced a Grievance and Adverse Action Appeals, Case Nos.
25 17-GRE21 and 17-AA15D in the Civil Service Commission; and

26 B. The parties desire to enter into this Settlement Agreement (hereinafter
27 "Agreement) for this and all pending matters in order to provide for certain arrangements in full
28 settlement and discharge of the Appeal and Complaint in fair and equitable means and upon the

1 terms and conditions set forth herein.

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

4 NOW THEREFORE, for and in consideration of the mutual promises set forth herein,
5 the parties agree as follows:
6

7 **1. Purpose of Agreement**

8 Employee and Management acknowledge and agree that this Agreement is a
9 Settlement and Compromise of the referenced matter. It is the intention of the parties by the
10 execution of this Agreement to fully, finally and completely resolve all disputes between them
11 regarding these matters, in the manner more specifically set forth in the terms of this Agreement
12 that follow.
13

14 **2. Employee's Obligation**

15 2.1. Employee shall withdraw the Grievance Appeal 17-GRE21 and his Adverse
16 Action Appeal 17-AA15D with prejudice pursuant to the terms of this agreement.
17

18 **3. Management's Obligation**

19 3.1. Management agrees that it shall rescind the Adverse Action (Demotion), CSC
20 Case No. 17-AA15D.
21

22 **4. Performance Accepted**

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

1 **5. Additional Documents**

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

6 **6. Independent Advice of Counsel**

7 Each party represents and declares that it has received independent advice from its
8 respective attorneys and representative with respect to the advisability of making the settlement
9 provided for herein and with respect to the advisability of executing this Agreement. Each party
10 further represents and declares that it has not relied upon any statement or representation by the
11 other party or of any of its partners, agents, employees, or attorneys in executing this Agreement
12 or in making the settlement provided for herein, except as expressly provided for herein.
13

14 **7. Voluntary Agreement**

15 Each party represents and declares that it has carefully read this Agreement, that it
16 knows the contents of this Agreement, and that it has signed the same freely and voluntarily.
17

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

20 **EMPLOYEE**

20 **GUAM FIRE DEPARTMENT**

21 
22 _____
23 **JOHN D. SANTOS**

21 
22 _____
23 **DANIEL C. STONE, Fire Chief**

24 Dated: 1/3/22

24 Dated: 1.3.22