



BEFORE THE
GUAM CIVIL SERVICE COMMISSION
BOARD OF COMMISSIONERS



IN THE MATTER OF:

RONALD SN. SANTOS,

Employee,

vs.

DEPARTMENT OF
CORRECTIONS,

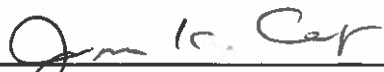
Management.

GRIEVANCE APPEAL
CASE NO.: 23-GRE08


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 8th day of August, 2023.



JUAN K. CALVO
Chairman



ANTHONY P. BENAVENTE
Vice Chairman



ROBERT C. TAITANO
Commissioner



FRANCISCO T. GUERRERO
Commissioner



LOURDES A. LEON GUERRERO
Governor

JOSHUA F. TENORIO
Lieutenant Governor

Department of Corrections
Depattamenton Mangngurihi
Government of Guam

P.O. Box 3236 Hagatna, Guam 96932
#1 Mashburn Lane Dairy Road, Mangilao, Guam 96913
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JOSEPH S. CARBULLIDO
Acting Director

ANDREW R. ATOIGUE
Deputy Director

May 17, 2023

BEFORE THE CIVIL SERVICE COMMISSION OF GUAM

23-331
CIVIL SERVICE COMMISSION
9:58am LSN
MAY 12 2023
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Ronald SN. Santos,

Employee,

Vs
Department of Corrections,

Management.

GRIEVANCE APPEAL
Case No. 23-GRE08

STIPULATION OF SETTLEMENT

To the Civil Service Commission of Guam and opposing Management Representative of record.

THIS STIPULATION OF SETTLEMENT AND AGREEMENT is by and between Ronald SN. Santos (hereinafter "Employee") and the Department of Corrections, (hereinafter referred to as "Management") as follows:

RECITALS

- A. Employee commenced a Grievance on the basis set forth therein.
- B. The parties now desire to enter into this Settlement Agreement (hereinafter "Agreement") for the Employee's grievance in order to provide for certain arrangements in full settlement and discharge of the Appeal before the CSC in fair and equitable means and upon the specific terms and conditions are set forth in detail herein.
- C. The terms and conditions of said Agreement shall become operative upon execution of this Agreement.

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

EQUAL OPPORTUNITY EMPLOYER

1. **Purpose of Agreement.** Employee and Management acknowledge and agree that this Agreement is a Settlement and Compromise of the referenced matter(s). 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 The employee agrees to withdraw his grievance.

3. **Management's Obligation.**

3.1 Management agrees to not place the employee directly or indirectly under the supervision of the Chief Parole Officer.

3.2 Management agrees to conduct an investigation into allegations of a Hostile Work Environment, Unprofessional Conduct, and Harassment within the Parole Services Division.

4. **Performance Accepted.** The parties agree and acknowledges: (a) that it accepts the 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 or their attorneys or representative shall not be considered by any of said parties; (c) and that no past or present wrongdoing 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 the 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 making the settlement provided for herein, except as expressly provided.



LOURDES A. LEON GUERRERO
Governor

JOSHUA F. TENORIO
Lieutenant Governor

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Acting Director

ANDREW R. ATONGUE
Deputy Director

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:

Ronald S.N. Santos, POIII

Date: 7.11.23

For Management:

Joseph S. Carbullido, Acting Director

Date: 7.11.23