



A-7

In the Matter of Willie Bell,
Department of Transportation

CSC DKT. NO. 2015-1246
OAL DKT. NO. CSV 15059-14

STATE OF NEW JERSEY

**FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION**

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ISSUED: MARCH 4, 2015

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The Civil Service Commission, at its meeting of March 4, 2015, acknowledged the attached settlement in the above matter.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

**DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
MARCH 4, 2015**

A handwritten signature in blue ink that reads "Robert M. Czech".

Robert M. Czech
Chairperson
Civil Service Commission

Inquiries
and
Correspondence

Henry Maurer
Director
Division of Appeals and Regulatory Affairs
Civil Service Commission
Unit H
P. O. Box 312
Trenton, New Jersey 08625-0312

attachment



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

EARLY SETTLEMENT PROGRAM

OAL DKT. NO. CSV15059-14

AGENCY DKT. NO. 2015-1246

**IN THE MATTER OF WILLIE BELL,
DEPARTMENT OF TRANSPORTATION.**

Michael Scorzetti, Representative, IFPTE Local 195, for appellant pursuant to
N.J.A.C. 1:1-5.4(a)(6)

Edeltraud McQuaid, Manager 2, Human Resources, for respondent pursuant to
N.J.A.C. 1:1-5.4(a)(2)

Record Closed: February 19, 2015

Decided: February 19, 2015

BEFORE **BEATRICE S. TYLUTKI**, ALJ t/a:

This matter concerns the appeal of Willie Bell, from the action of the appointing authority. Upon receipt of appellant's hearing request, the matter was transmitted to the Office of Administrative Law for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

As a result of a settlement conference, the parties agreed to a settlement of all issues in dispute and have prepared a settlement agreement which is attached and fully incorporated herein.

I have reviewed the record and the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures.
2. The settlement fully disposes of all issues in controversy.

I **CONCLUDE** that this matter is no longer a contested case before the Office of Administrative Law. It is **ORDERED** that the parties comply with the settlement terms and that these proceedings be **CONCLUDED**.

I hereby **FILE** my initial decision with the **CIVIL SERVICE COMMISSION** for consideration.

This recommended decision may be adopted, modified or rejected by the **CIVIL SERVICE COMMISSION**, which by law is authorized to make a final decision in this matter. If the Civil Service Commission does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

February 19, 2015
DATE

Beatrice S. Tylutki
BEATRICE S. TYLUTKI, ALJ t/a

Date Received at Agency:

Date Mailed to Parties:

February 20, 2015

/cad

OAL DKT. NO. CSV 15-059-20145

AGENCY DKT. NO. 2015-1246

SETTLEMENT AGREEMENT

IN THE MATTER OF

Willie Bell vs
Department of Transportation

The parties in this appeal have voluntarily resolved all disputed matters and enter into the following settlement, which fully disposes of all issues in controversy between them.

1. The Appellant withdraws his/her appeal and request for a hearing, and the Respondent agrees to:
 - Amend the 15 day suspension plus restitution in the amount of \$946.20 to the following:
 - 15 day suspension, 12 days served and 3 days on the record suspension for a total of 15 days.
 - Restitution will be waived in the amount of \$946.20
 - Appellant will receive 3 days back pay for the 3 days converted to the on the record suspension.
2. The Respondent shall amend the Appellant's personnel records to conform to the terms of the settlement.
3. The Appellant waives all claims against the Respondent with regard to this matter, including any award of back pay, counsel fees or other monetary relief, except as may otherwise be provided herein.
4. Except for the assessment of the Appellant's disciplinary record in any subsequent personnel disciplinary hearing, nothing in this agreement shall be deemed to be an admission of liability on behalf of either party. This agreement shall not constitute a precedent in matters involving other employees.

5. The Appellant waives all rights, suits, actions, claims, whether known or unknown, vested or contingent, civil, criminal, or administrative, in law or in equity, against the State of New Jersey, the Department of, [or identify appointing authority] its agents, employees, or assigns, including but not limited to those which have been or could have been made or prosecuted on account of any conduct of any party occurring at any time with respect to the events, information and disputes giving rise to this action up to the date of this agreement, including but not limited to all claims under Title VII of the Civil Rights Acts of 1964 and 1991, the Americans with Disabilities Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the Conscientious Employee Protection Act, and any contract express or implied.
6. Both parties agree to waive the right to file exceptions and cross-exceptions.
7. This agreement will become effective only if approved by the **MERIT SYSTEM BOARD**. Any disapproval by the Merit System Board shall not interfere with the rights of either party to pursue the matter further.

1-19-15
DATE

(Print name) Willie Bell
WILLIE BELL APPELLANT

2/19/15
DATE

[Signature]
ON BEHALF OF APPELLANT
(Print name) MICHAEL SCORZATT

2/19/15
DATE

Edeltraud McQuinn
ON BEHALF OF RESPONDENT
(Print name) Edeltraud McQuinn

CERTIFICATION

I, , being the moving party in this matter, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge my understanding and verify my acceptance of the terms of this Settlement Agreement. I acknowledge that my representative questioned my understanding, verified my acceptance of the terms of this Settlement Agreement, and answered all my questions regarding this settlement to my satisfaction. I am satisfied with my representation and I enter into this Settlement Agreement voluntarily.

I also understand that if this Settlement Agreement is approved by the MERIT SYSTEM BOARD, my claim against the Respondent will terminate.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

2-19-15
DATE

(Print name)

Willie Bell
WILLIE BELL APPELLANT