



A-3

STATE OF NEW JERSEY

In the Matter of Terry Beasley
Edna Mahan Correctional Facility for
Women
Department of Corrections

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

CSC DKT. NO. 2015-1529
OAL DKT. NO. CSR 15823-14

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ISSUED: April 15, 2015 PM

The appeal of Terry Beasley, a Senior Correction Officer with Edna Mahan Correctional Facility for Women, Department of Corrections, removal effective October 22, 2014, on charges, was heard by Acting Director and Chief Administrative Law Judge Laura Sanders, who rendered her initial decision on March 23, 2015. Joint exceptions were filed on behalf of the parties.

Subsequent to presenting the initial decision to the Civil Service Commission, the parties reached a settlement agreement indicating that they had settled to a 120 working day suspension.

Having considered the record and the Administrative Law Judge's initial decision, and having made an independent evaluation of the record, the Civil Service Commission, at its meeting on April 15, 2015, did not adopt the Findings of Fact and Conclusion as contained in the attached Administrative Law Judge's initial decision. Rather it acknowledged the settlement.

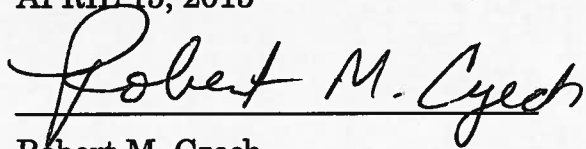
ORDER

The Civil Service Commission acknowledges the attached settlement.

Re: Terry Beasley

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
APRIL 15, 2015

A handwritten signature in dark ink, reading "Robert M. Czech", written over a horizontal line.

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

attachments

OAL DKT. NO. CSR 15823-2014 S

AGENCY DKT. NO. N/A

SETTLEMENT AGREEMENT

**IN THE MATTER OF
TERRY BEASLEY
AND EDNA MAHAN CORRECTIONAL
FACILITY, DEPARTMENT OF
CORRECTIONS**

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.

A. The Final Notice of Disciplinary Action dated November 7, 2014 contained the following charges and proposed discipline:

<u>Charge</u>	<u>Discipline</u>	<u>Dates Effective</u>
1. NJAC 4A: 2-2.3(a)(6), conduct unbecoming a public employee	- removal	- dated 10/22/14
2. NJAC 4A: 2-2.3(a)(12), other sufficient cause	- removal	- dated 10/22/14
3. HRB 84-17, As amended, C. Personal Conduct, 3. Physical or mental abuse of an inmate, patient, client resident, or employee	- removal	- dated 10/22/14
4. HRB 84-17, As amended, E . General, 1. Violation of a rule, regulation, policy, procedure, order or administrative decision	- removal	- dated 10/22/14

B. The parties have agreed to the following:

1. The total number of days of suspended pay, the Respondent has imposed on Appellant to date is as follows: 120 days.
2. The total number of days of backpay, if any, to be paid by the appointing authority to the Appellant is as follows: no back pay.
3. Any other days from the time of last suspension day until reinstatement shall be treated as follows: approved leave of absence without pay.

C. The Appellant Terry Beasley withdraws his appeal and request for a hearing, and the Respondent Appointing Authority Edna Mahan Correctional Facility, Department of Corrections agrees that the following result will occur with regard to each charge:

<u>Charge</u>	<u>Disposition</u>
1._NJAC 4A: 2-2.3(a)(6), conduct unbecoming a public employee - modified - 120 day suspension	
2._ NJAC 4A: 2-2.3(a)(12), other sufficient cause - modified - 120 day suspension	
3._HRB 84-17, As amended, C. Personal Conduct, 3. Physical or mental abuse of an inmate, patient, client resident, or employee - modified - 120 day suspension	
4.__ HRB 84-17, As amended, E . General, 1. Violation of a rule, regulation, policy, procedure, order or administrative decision - modified - 120 day suspension	

The parties acknowledge that under N.J.A.C. 17:2-4.5(b) and (c), no pension or seniority time may be credited for periods for which the employee is not paid by the employer.

D. Edna Mahan Correctional Facility, Department of Corrections (Respondent) shall amend Appellant's personnel records to conform to the terms of the settlement. All internal records of the Department of Corrections will be kept intact. Nothing herein shall preclude the Department from releasing information on this matter to anyone who has a release executed by appellant or as consistent with the law. Any information regarding the underlying charges will be provided to the Public Employees Retirement System pursuant to N.J.S.A. 43:1-3.3 as amended effective April 14, 2007.

E. Appellant waives all other claims against Respondent Department with regard to this matter, including any award of back pay, counsel fees or other monetary relief, except as may otherwise be provided herein.

F. Except for the assessment of Terry Beasley'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.

G. Appellant waives all claims, suits or actions, whether known, unknown, vested or contingent, civil, criminal or administrative, in law or equity against the State of New Jersey, the New Jersey Department of Corrections, their employees, agents, 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 or 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 Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Leave Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, Title 11A - the Civil Service Act, the Older Workers Benefits Protection Act, the Occupational Safety and Health Act, the Public Employee Occupational Safety and Health Act, the New Jersey Smoking Act, New Jersey wages and hours law, public works statutes, unemployment compensation laws, disability benefits laws, the United States Constitution, the New Jersey Constitution, any workers compensation or common law claims and any contract express or implied. This waiver includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Settlement Agreement and bars the use in any way of any past action or practice in any subsequent claims, except pending workers compensation claims.

H. The parties agree that Appellant, Terry Beasley, will be reassigned from Edna Mahan Correctional Facility to Mountainview Youth Correctional Facility, Adult Diagnostic and Treatment Center, or East Jersey State Prison at the discretion of the Department of Corrections.

I. The parties agree that if any portion of this Settlement Agreement is deemed unenforceable, the remainder of this Settlement Agreement shall be fully enforceable.

J. The parties waive the right to file exceptions and cross exceptions other than the joint exceptions filed with the Civil Service Commission, which will notify the Civil Service Commission of the settlement reached between the parties.

K. This agreement will become effective only if approved by the **CIVIL SERVICE COMMISSION**. Any disapproval by the **CIVIL SERVICE COMMISSION** shall not interfere with the rights of either party to pursue the matter further.

06 April 2015
DATE

Terry Beasley
Terry Beasley

April 6, 2015
DATE

[Signature]
ON BEHALF OF Appellant
Robert R. Lannan, Esq.

4/7/15
DATE

[Signature]
ON BEHALF OF Respondent

CERTIFICATION

I, Terry Beasley , 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 **CIVIL SERVICE COMMISSION**, 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.

06 APRIL 2015
DATE

Terry Beasley
Terry Beasley, Appellant