

A-9



STATE OF NEW JERSEY

FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION

In the Matter of Andrew Beck
Department of Children and Families

CSC DKT. NO. 2014-2774
OAL DKT. NO. 6830-14

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ISSUED: SEPTEMBER 3, 2014 BW

The Civil Service Commission, at its meeting of September 3, 2014, 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
SEPTEMBER 3, 2014

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

attachments



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

EARLY SETTLEMENT PROGRAM

OAL DKT. NO. CSV 6830-14

AGENCY DKT. NO. 2014-2774

**IN THE MATTER OF ANDREW BECK,
DEPARTMENT OF CHILDREN AND
FAMILIES, UNION EAST.**

Vikkie U. Thurston, Representative, CWA Local 1037, for appellant pursuant to
N.J.A.C. 1:1-5.4(a)(6)

Tracey L. Wilson, Employee Relations Coordinator, for respondent pursuant to
N.J.A.C. 1:1-5.4(a)(2)

Record Closed: July 15, 2014

Decided: July 17, 2014

BEFORE BEATRICE S. TYLUTKI, ALJ t/a:

This matter concerns the appeal of Andrew Beck, 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.

July 17, 2014
DATE

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

Date Received at Agency:

Date Mailed to Parties:

July 18, 2014

/cad

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
DISCIPLINARY ACTION APPEAL - SETTLEMENT AGREEMENT (hereinafter, this "Agreement")

DCF FILE NO.: DCFD 2014- 2774

OAC Doc# 176: CS/06830-2014 IV

1. Institution/Agency: NJ Department of Children and Families ("DCF")	2. Name/Title Representative: Office of Employee Relations
3. Name and Title of Employee/Appellant: <i>Andrew Beck, PTA</i> (hereinafter, "Employee" or "Appellant")	
4. Name/Title Representative of Employee: <i>Vickie Marshall-Thurston, CWA Local 1037</i>	
5. Disciplinary Action Appealed: a. <input type="checkbox"/> Removal b. <input type="checkbox"/> ___ day Suspension c. <input type="checkbox"/> Official Written Reprimand d. <input type="checkbox"/> Demotion e. <input type="checkbox"/> Fine or restitution of _____ f. <input checked="" type="checkbox"/> Release at end of WTP	
6. a. Offense(s): <i>Release at end of WTP 4/21/14</i> b. Offense Date(s): c. Date(s) of Disciplinary Action appealed: <i>6/3/14</i>	
7. DCF agrees to amend the appealed disciplinary action in 5 above to: a. <input type="checkbox"/> Oral Counseling; b. <input type="checkbox"/> Oral Warning; c. <input type="checkbox"/> Written Warning; d. <input type="checkbox"/> Official Written Reprimand; e. <input type="checkbox"/> Suspension of <input type="checkbox"/> Demotion; g. <input type="checkbox"/> Fine or restitution in the amount of _____. <i>f. <input checked="" type="checkbox"/> General Resignation</i>	
8. a. <input checked="" type="checkbox"/> Not-Applicable; b. <input type="checkbox"/> Applicable: State of New Jersey/DCF agrees to pay Employee backpay in the amount of _____; c. b. <input type="checkbox"/> Applicable: Employee agrees to pay State of New Jersey/DCF Restitution in the amount of _____.	
9. Employee agrees to withdraw this appeal and agrees not to initiate and/or pursue other appeals based on the subject matter of this Agreement.	
10. a. <input checked="" type="checkbox"/> Not Applicable b. <input checked="" type="checkbox"/> Applicable: <u>Employee agrees to a General Resignation.</u>	
11. Employee waives all claims against the State of New Jersey/DCF including but not limited to counsel fees, and/or other monetary relief and/or any award of backpay, except as specifically noted in 8b above.	
12. This Agreement shall not constitute a precedent in any other matter involving any other NJ State or DCF employee.	
13. Appellant/Employee waives all appeals, claims, suits, actions, demands for damages, 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 Children and Families, their Divisions, Offices, Units, 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 which have been or could have been brought, under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, 42 USC § 1983, the New Jersey 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 Civil Service 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 wage and hour laws, public works statutes, unemployment compensation laws, disability benefits laws, any Workers Compensation claims, retaliation pursuant to Workers Compensation laws, the U.S. Constitution, the New Jersey Constitution, tort law, common law, 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.

14. DCF shall amend Employee's personnel record to conform to the terms of this Agreement, and as consistent with all applicable laws, rules and regulations, including but not limited to N.J.A.C. 4A:1-2.2. All internal records of DCF shall be maintained intact. Nothing herein will preclude DCF from releasing information on this matter to anyone who has an executed release by Employee or as consistent law, rule or regulation. Any information regarding the underlying charges will be provided to the Public Employees Retirement System pursuant to all applicable laws, rules and regulations, including but not limited to N.J.S.A. 43:1-3.3.

15. If this matter involves Reinstatement of Employee to State service, then any such Reinstatement of Employee is contingent upon Employee first successfully clearing any and all DCF Human Resources' (re)hiring prerequisites, including but not limited to all background checks, fingerprinting, driver's license checks, etc.

a. Applicable

b. Not Applicable

16. TO BE SIGNED BY EMPLOYEE:

I, ANDREW BECK, being the moving party/appellant in this matter, hereby certify that I have reviewed this Settlement Agreement and I 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 of my questions regarding this Agreement to my satisfaction. I am satisfied with my representation and I enter into this Settlement Agreement freely and voluntarily.

Andrew Beck
Employee:

7/15/14
Date

John U. Marshall - Trustee
Representative of Employee:

7/15/14
Date

Lee Hill
Institution/Agency Representative:

7/15/14
Date

Department of Children and Families

CERTIFICATION

I, ANDREW BECK, 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.

7/15/2014
DATE

Andrew Beck
NAME