



otherwise arbitrary. See *N.J.S.A. 52:14B-10(c); Cavalieri u. Public Employees Retirement System*, 368 *N.J. Super.* 527 (App. Div. 2004). In this matter, the exceptions filed by the appellant do not persuasively demonstrate that the ALJ's credibility determinations, or her findings and conclusions based on those determinations, were arbitrary, capricious or unreasonable.

Noteworthy in this regard, in his exceptions, the appellant argues that the ALJ erred in ignoring his claims that he was disciplined improperly based on his workplace injury, and that the appointing authority was in violation of his workplace accommodation. Specifically, the appellant argues that the appointing authority violated the New Jersey Law Against Discrimination and the Americans With Disabilities Act. The Commission rejects these claims. The reason the ALJ did not entertain these claims is merely since she did not find any credible evidence in the record that the appellant had any type of documented accommodation to be violated. Rather, the ALJ found that the appointing authority's witnesses credibly testified that no such actual accommodation existed. In doing so, the ALJ, after a thorough review, rejected the appellant's testimony in that regard, ultimately succinctly concluding "Dike stated that he had accommodation, but Cornerstone did not have any record of accommodation and Dike did not produce any evidence that he was given an accommodation." In its *de novo* review, and as mentioned above, the Commission finds nothing in the record or the exceptions that demonstrate that the ALJ's determinations were improper or not based on the credible testimony and evidence in the record.

### ORDER

The Civil Service Commission finds that the action of the appointing authority in removing the appellant was justified. The Commission therefore upholds that action and dismisses the appeal of Curtis Dike.

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  
THE 1<sup>ST</sup> DAY OF NOVEMBER, 2023



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Allison Chris Myers  
Chairperson  
Civil Service Commission

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Attachment



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

OAL DKT. NO. CSV 06234-22

AGENCY DKT NO. 2023-88

**IN THE MATTER OF CURTIS DIKE,  
UNION COUNTY DEPARTMENT OF  
HUMAN SERVICES,**

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**Michael Bukowsky, Esq.** for appellant (Loccke, Correia & Bukowsky, LLC)

**Dominic DiYanni, Esq.** for respondent (Eric M. Bernstein & Associates,  
attorneys)

Record Closed: September 18, 2023

Decided: September 28, 2023

**BEFORE KIMBERLY A. MOSS, ALJ:**

Appellant, Curtis Dike (Dike), appeals his removal by respondent, Union County Department of Human Services (Union), on charges Incompetency, inefficiency, or failure to perform job duties, inability to perform job duties, conduct unbecoming a public employee, neglect of duty, and other sufficient cause. At issue is whether Dike engaged in the alleged conduct, and, if so, whether that warrants removal.

### **PROCEDURAL HISTORY**

On or about June 22, 2022, Union served Dike with a Final Notice of Disciplinary Action sustaining charges incompetency, inefficiency or failure to perform job duties, inability to perform job duties, conduct unbecoming a public employee, neglect of duty, and other sufficient cause and removing him on June 22, 2022.

Following Dike's, appeal to the Civil Service Commission, it transmitted the matter to the Office of Administrative Law (OAL) pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13, where it was filed on July 26, 2022, for determination as a contested case. Hearings were held on March 30, 2023, and May 25, 2023. Closing briefs were submitted on September 18, 2023, at which time I closed the record.

### **FACTUAL DISCUSSION**

#### **TESTIMONY**

##### **Karen Dinsmore**

Karen Dinsmore is the Assistant Director of Human Services in Union County. One of the Divisions that she manages is Cornerstone Behavioral Hospital. (Cornerstone). Curtis Dike was also issued final notice of disciplinary action (FNDA) on January 25, 2019. The matter was settled with a last chance agreement between Union and Dike. The agreement was that Dike plead guilty and receive a forty two day suspension without pay and if he had any violation of a rule or regulation within five years of signing the agreement which results in more than a reprimand he would be terminated. Dike could appeal the termination to Civil Service. Other last chance agreements have similar language.

Dike is a member of the union. The union contractually represents the employees. Discipline of an employee must be for just cause. Dike had either union or legal representation when he signed the last chance agreement.

In May 2022, it came to Dinsmore's attention that Dike had left his post at Cornerstone. She advised Paul Herskowitz at Cornerstone to investigate. The investigation was about Dike. It was approximately one month long. The investigation showed the Dike left his post nineteen times during the investigation. The investigator was Elizabeth Thornton, an Administrative Assistant at the hospital. Thornton provided a summary of what she saw on the videotape. Thornton reviewed hours of video on Dike. When Dike was off the unit there were safety concerns.

An investigation of Dike was conducted which led to the FNDA. Dike was not interviewed. There was no preliminary notice of disciplinary action because the last chance agreement permitted Union to go straight to the FDNA. The last chance agreement was signed by Dike and representatives of Union. Dinsmore's understanding regarding the last chance agreement is that any infraction resulting in greater than a reprimand allows Union to immediately terminate Dike.

Union has an accommodation policy for employees with disabilities. If an employee with disabilities needs accommodation, the first step is for the employee to request an accommodation. If the request is verbal, a form must be completed. Dinsmore became aware that Dike stated that he requested accommodation in March 2023. Dinsmore contacted hospital and personal staff requesting they review their records to determine if there was a record of Dike requesting accommodation. There were no accommodation documents in any file they had for Dike.

The FDNA of Dike was done by counsel at the direction of the Union County Division of Personal. Dinsmore does not have the authority to recommend termination. Dike violated the terms of employment at Cornerstone.

#### Elizabeth Thornton

Elizabeth Thornton is employed by Union as an assistant hospital administrator at Cornerstone. She is aware of the Union and Cornerstone policies. Employees are subject to the policies and procedures of Union and Cornerstone. Cornerstone has a

progressive discipline policy. Cornerstone also has a meal and break policy. Cornerstone has a one-hour meal break per seven-hour shift. Dike worked at Cornerstone as an Institutional Attendant (IA). He worked the three to eleven p.m. shift. IA's have no cleaning duties.

Thornton was requested to observe time off the unit taken by Dike. She accessed video of Cornerstone from Exact Vision, which is the video company used by Cornerstone. The video is held for thirty days, then it is recorded over. Thornton was requested to do the review because on May 2, 2023, Dike had left the premises of Cornerstone without authorization.

Thornton reviewed video from May 9, 2022, to June 3, 2022. On May 9, 2023, Dike took an extended break in addition to his hour break. On that day Dike was off the unit from 6:31-6:51, 8:05-8:18 and 9:48-10:20 the total time was sixty-five minutes. He was in the bathroom during these breaks.

The video for May 10, 2022, showed that Dike's meal break was at 9:00pm. On that date Dike took additional breaks at 4:50-4:59p.m., 5:04-5:17p.m., 8:40-8:51p.m. and 10:07- 10:32p.m. He was off the unit for fifty-nine minutes, which is a safety concern.

On May 13, 2022, Dike's meal break was at 7:00p.m. He took extended breaks at 3:29-3:39p.m., 4:32-4:41p.m., 5:34-5:43p.m. and 8:20-8:36p.m. The total time of the extended brakes was forty-six minutes.

On May 15, 2022, Dike's meal break was at nine. He took extended brakes from 3:28-3:44 p.m. 5:47-6:13p.m., 7:06-7:36p.m. and 10:55 -11:06p.m. The total extended break time was sixty-three minutes.

On May 18, 2022, Dike's meal break was at nine. He took extended breaks from 4:23-4:29p.m. and 6:36-7:00p.m. for a total of thirty minutes.

On May 19, 2022, Dike's meal break was at 9. He was scheduled to do four fifteen-minute checks (Q-fifteen) on patients from seven to eight p.m. He initialed on the Q fifteen patient surveillance sheet that he did the checks from 7:00 to 8:00 p.m. Dike took extended breaks that day from 3:25-3:40p.m., 7:30-7:48p.m., 8:29-8:38p.m. and 10:32-10:47p.m. for a total of fifty-seven minutes. Although he signed off that he did the surveillance every fifteen minutes from 7:00-8:00p.m., he was off the unit from 7:30-7:48p.m. This is a safety concern because if the patients are not monitored it could have negative consequences. If an IA could not do a check, he could ask another IA to do it for him.

On May 20, 2022, Dike's meal break was at 9:00p.m. He had to do a Q fifteen patient surveillance from four to five and 6:00 -7:00p.m. Dike initialed that he did the fifteen-minute observations from four to five and 6:00-7:00p.m. On May 20, 2022, Dike took an extended break from 3:38-3:51p.m., 4:47-5:07p.m., and 8:39-8:56p.m., a total of fifty minutes extended break. He initialed that he did the Q fifteen check from four to five, but he was off the unit from 4:47-5:07p.m. A Q fifteen check cannot be done in three minutes.

On May 23, 2022, Dike's meal break was at eight. He had to do a Q fifteen check at three to four and seven to eight. He initialed the Q15 surveillance sheet that he did the monitoring at his scheduled times. On May 23, 2022, Dike had extended breaks at 3:58-4:09p.m., 7:43-7:57p.m., 9:53-10:14p.m. This was forty-five minutes of extended breaks. He was supposed to be doing a Q15 check from seven to eight every fifteen minutes, He was off the unit when he was supposed to be doing the Q15 check.

On May 24, 2022, Dike's meal break was at 9. He was scheduled to do Q fifteen checks at six to seven and ten to eleven. He initialed that he completed all of the Q fifteen checks. He took extended breaks from 5:25-5:35p.m., 7:22-7:33p.m. and 10:37-10:57p.m. for a total of forty minutes. The extended break from 10:37-10:57p.m. occurred when he initialed that he had done the ten to eleven Q fifteen check. He arrived at Cornerstone at 3:25p.m.



On May 27, 2022, Dike' meal break was at 9:00p.m. He was scheduled to do the Q fifteen check from 5:00-6:00p.m. and 7:00-8:00p.m. He initialed that he did both Q fifteen checks. Dike took extended breaks from 6:11-6:22p.m., 6:23-6:30p.m. and 6:58-7:51p.m. for a total of seventy-one minutes. He was not in the unit to do the 7:00-8:00p.m. Q fifteen checks even though he initialed that he had.

On May 29, 2022, Dike's meal break was at 9:00p.m. He was scheduled to do Q fifteen checks at seven to eight. He initialed that he completed all the Q fifteen checks. He took additional breaks from 5:42-5:54p.m. and 8:15-8:20p.m. for a total of twenty-three minutes. He was off the unit from 5:42-5:54p.m. when he was supposed to be doing the Q fifteen checks.

On May 30, 2022, Dike's meal break was at 9:00p.m. He was scheduled to do Q fifteen checks at seven to eight. He initialed that he completed all the Q fifteen checks. He took extended breaks from 4:54-5:06, 7:50-8:01 and 10:40- 10:59 for a total of forty-four minutes. He was off the unit from 7:50-8:01 when he was supposed to be doing the Q fifteen checks. He arrived at work at 3:15.

On June 1, 2022, Dike's meal break was at 9. He took extended breaks from 7:26-7:43, 10:25-10:38 and 10:38-10:59 for a total of fifty-four minutes. He left the unit from 10:38-10:59.

On June 2, 2022, Dike worked the three to eleven shift. His meal break was at 9. He was scheduled to the Q fifteen check at seven to eight. He initialed that he completed all the Q fifteen checks. He took extended breaks from 3:36-3:45, 4:40-4:59, 6:00-6:25, 7:35-7:45 and 10:19-10:36 for a total of seventy minutes. He was off the unit from 7:35-7:45 when he was supposed to be doing the Q fifteen checks.

On June 3, 2022, Dike 's meal break was at 9. He took extended breaks from 4:04-4:17 and 10:52- 11:01 for a total of eighteen minutes.

Thornton was told to investigate Dike by Dinsmore. She was asked to investigate Dike after he left the unit and could not be located on May 2, 2022. She watched videos every day that Dike worked from May 9, 2022 until June 3, 2022, to determine if he took any break other than his meal break. The purpose of the investigation was to note times he was away from his duties other than on meal breaks. Thornton created a handwritten document to note the times Dike took unauthorized breaks. She gave these notes to Dinsmore. The videos that she reviewed were time and date stamped. Thornton reports to Herskowitz. Herskowitz reports to Dinsmore.

Thornton began reviewing the videos of Dike on the Memorial Day weekend of 2022 and continued through the first week of June 2022. The investigation occurred because Dike was AWOL. Dinsmore wanted the investigation done as soon as possible. Thornton has investigated employees before.

Thornton was informed that Dike stated that he had a medical condition which caused him to take extended restroom breaks. She spoke to Helen Peterson, who is the infectious disease nurse and nurse in charge of employee health records. When an employee wants medical accommodation, they get a note from their physician and provide it to the nurse in charge of employee health records.

Dike was AWOL on May 2, 2022. If the charge nurse saw that Dike was AWOL, she would contact her supervisor. Denise Dureck was the nursing supervisor. She is notified if an employee is off the floor.

Thornton saw the FNDA. She did not create the specifications. Dike was employed by Cornerstone for fifteen years. Thornton had no contact with Dike after he was discharged.

Rose Schifano

Rose Schifano is the Personnel Assistant at Cornerstone. She has been in Human Resources at Cornerstone for twenty years. She is responsible for new employees, family leave, maintains personnel files and discipline. The employee health clinic has medical files of its employees. Helen Peterson is the coordinator of employee medical records. None of the employees' medical files are in their personnel files. Each employee has a personnel file and a medical file.

Rose Schifano stated that she has recently been told that Dike stated he had requested medical accommodation in 2017 and 2019. She reviewed his personnel files which did not have accommodation request. She did not contact Dike when she was determining if he had accommodation because he no longer worked for Cornerstone. Accommodation is made on a case-by-case basis.

If an employee makes a verbal accommodation request, it must also be done in writing and include required medical information. The accommodation must be specific based on the job of the employee. Special accommodations have a beginning and end date. There was no accommodation request in Dike's file.

Helen Pederson

Helen Pederson has been employed by Union since 2005. She has been employed at Cornerstone since 2019. Part of her job is maintaining the medical records of employees. She became aware that Dike stated that he requested medical accommodation in 2023. She went through Dike's medical chart as well as his entire medical file. There was no paperwork requesting an accommodation, or that an accommodation had been granted in Dike's file. In Dike's file, Pederson found a letter by Dr. Vorcism stating that on February 1, 2017, Dike was released to return to work without any restrictions. This was the only medical note in Dike's file.

There is a May 2, 2022, incident report in Dike's medical file because Dike stated that he had swelling and pain in his left ankle. He declined medical treatment. Pederson followed up the next day with Dike. The supervisor did an assessment of Dike's injury. If an employee needs accommodation, the employee would speak to her.

#### Denise Duralek

Denise Duralek has been employed by Union since December 2019. She is the nursing supervisor at Cornerstone for the three to eleven shift. Her duties include overseeing two units of Cornerstone. She supervised the nurses and IA's.

On May 2, 2022, Duralek was Dike's supervisor. On that date Dike could not be located on the unit. Dike was paged in the unit but there was no response. At 4:55, she called Dike's phone. He stated that he twisted his ankle and went to get Tylenol. Duralek told Dike that he needed approval to leave the unit. He was told to report to Duralek when he returned. Dike returned at 5:20. He told Duralek that he slipped and twisted his ankle. Dike did not have any bruising or swelling on his ankle. He wanted to go home and was allowed to go home. Duralek notified her supervisor Herksowitz of the incident. She was concerned about Dike leaving and how it would be addressed going forward. Duralek at that time did not look at the assigned break sheet to see if Dike was on a break. The time Dike left was too early for breaks.

Duralek spoke to the staff nurses to determine if Dike had told any of them that he was leaving the premises. He did not tell any of the staff nurses that he was leaving the premises.

During the three to eleven shift there are four to six IA's. It is important to know where the IA's are for safety purposes.

An incident report was done regarding this incident. She wrote that Dike was going to his car and slipped and twisted his ankle. Dike did not have swelling or bruising

on his ankle. Dike walked with a limp. She asked if he wanted to go to urgent care and he declined.

Dike also filled out a witness statement on May 2, 2022. This statement was attached to the incident report. Sam Odutan also filled out a witness statement. Dike told Odutan that he was going to get medication. Dike told Duralek that he left without permission. If anyone leaves without a scheduled brake it is abandonment. Leaving the premises without a nurse or supervisor knowing where they are is unacceptable. Cornerstone is not permitted to give medication to staff.

### Samuel Odutan

Samuel Odutan is presently employed by Union County. He began that employment in August 2022. Prior to that time, he was a security officer for Allied Security. He was stationed at Cornerstone in May 2022. He was not an employee of Cornerstone at that time.

Odutan gave a statement on May 24, 2022. The supervisor came to him with a form to fill out because Dike left the facility on May 2, 2022. Odutan was asked about the incident.

Odutan was on duty on May 2, 2022, at Cornerstone. He saw Dike leaving the facility. He asked Dike where he was going. Dike stated that he was going to get medication. Odutan did not see Dike inform anyone else that he was leaving. Dike was not limping when Odutan saw him.

Odutan heard Dike being paged on May 2, 2022, after he left the facility. He does not know if he told the supervisor that he heard the page. Duralek told him to write an incident report.

Paul Herskovitz

Paul Herskovitz is employed by Union as hospital administrator for Cornerstone. He has been in that position for twenty months. His duties include administrative, clinical, and non-administrative. Part of his job includes being aware of issues at Cornerstone.

Duralek emailed him about the May 2, 2022, incident with Dike. He forwarded the email to Debbie Ann Anderson the next day. Thornton would review the video to see what happened regarding Dike. The fact finding regarding the Dike incident began on May 3, 2022. There should be an investigation as to why Dike did not tell a supervisor that he was leaving.

Dike was asked by Thornton and Duralek why he left the unit without informing a supervisor. Herskovitz spoke to Dike regarding the incident, but he does not recall the conversation. Cornerstone employees are subject to its policies and procedures. All employees must follow the policies and procedures.

Cornerstone's policies and procedures concerning discipline are kept in a binder in the administration office and it is also kept electronically.

IA's during a seven- and one-half hour shift have a fifteen-minute break and a thirty-minute break. The combined breaks cannot exceed forty-five minutes.

Herskovitz imposes discipline based on the severity of the issue. He was not aware of issues with Dike prior to May 2, 2022. Duralek's opinion does not determine discipline. There was no preliminary notice of disciplinary action (PNDA) in this matter.

Herskovitz became aware that Dike was terminated because he had to re-arrange the schedule. He was not part of Dike's Final Notice of Disciplinary Action (FDNA).

Debbie Ann Anderson

Debbie Ann Anderson has been employed by Union for five- and one-half years. She is the Director of Human Services, which includes Cornerstone. She assists with notices of disciplinary action with the personnel department. She is involved in FDNA's.

Anderson receives the charges and talks about what needs to be done. She signed the FDNA and served it on Dike. Anderson reviewed the contents of the FDNA, she authorized and confirmed the charges and signed the FDNA.

Anderson is aware of the policies and procedures of Cornerstone. Her job includes making sure the policy is enforced. The progressive discipline policy used at Cornerstone is a policy that she enforces.

Union has an accommodation policy. The process to obtain an accommodation is to make a request which must be followed by a written request. Then there is a consultation with the employee to discuss the limitations to the job function. The accommodation request and possible accommodation are forwarded to the personnel director. The next step is a final decision letter. If approved the accommodation is implemented and monitored. The final accommodation decision letter is held in the employee's personnel file. The employee must speak to the personal manager and his supervisor regarding accommodation. Mike Fleming was the administrator for Cornerstone.

In 2023, Anderson became aware that Dike stated that he received accommodations in 2017 and 2019. She asked the personnel department to look through his file to determine if Dike had accommodation. No documentation of accommodation for Dike was found.

There was no PNDA in this matter because Dike had previously signed a last chance agreement in September 2018 which stated that if he became the subject of discipline, he could be terminated.

Anderson along with Claudia Martin decided that the discipline should be removed. Prior to this she met Dinsmore and Thornton. She reviewed the video, policy and the last chance agreement. The most important consideration was patient safety. Dike spent a significant amount of time in the bathroom and left his post and went outside. When Anderson gave Dike the FDNA, he did not tell her that he had accommodation. He had the opportunity to do so at that time.

No employee can be granted accommodation without a sign off. No one can verbally agree to accommodation, a medical conversation must occur with personnel.

There was no preliminary notice of disciplinary action because the last chance agreement states that if Dike received any charge where the discipline was greater than a written reprimand, the result would be termination, which Dike had the right to appeal. Dike had counsel when he signed the last chance agreement. Dike had seven days to revoke the last chance agreement. He did not revoke the last chance agreement.

On May 27, 2022, May 29, 2022, and June 1, 2022, one of the breaks that Dike took on each of these days was not a bathroom break.

#### Curtis Dike

Dike worked for Cornerstone as an IA since 2015. He began working in Cornerstone West but because of an incident, he was transferred to Cornerstone East in 2017. In early 2017 Dike had surgery that removed parts of his large and small intestines and part of his stomach. He returned to work after the surgery. After the surgery, when he ate or used dairy products, he had to use the rest room. Dike spoke to management and was advised he needed a letter from his doctor. He obtained the letter from his doctor and gave it to Mike Flemming. He next went to Greg Hardoby in



personnel and gave him the letter. He was called into the office after two weeks, where Fleming and Hardoby and Mr. Guzzo told him they would accommodate his bathroom breaks. The doctor's letter from Lifecare Medical was dated June 20, 2017.

A few years later, Dike spoke to his doctor and requested another letter. He received a second letter from the doctor and gave it to Hardoby. Dike later testified that he gave the second letter from Lifecare Medical dated May 22, 2019, to the nurse in infectious control. He states that he gave a third letter from Lifecare Medical in June 2022 to the liaison at Cornerstone.

Dike used the bathroom frequently and the supervisors were aware of this and knew that he had an accommodation since 2017.

When he was scheduled to do a fifteen-minute check, but had to use the bathroom, he would tell another IA to do his rounds while Dike went to the bathroom. The IA who covered for Dike would write D.K.'s initials on the fifteen-minute check sheet. This is a practice at Cornerstone. The supervisors were aware of his condition and that he would ask other IA's to cover for him while he was in the bathroom when he was supposed to be doing the fifteen minute checks.

On May 2, 2022, Dike left the unit at 4:40 to go to his car to retrieve something. This was fifteen minutes before his break would begin. As he stepped on uneven ground he slipped, almost fell and twisted his ankle. He went back to the unit and had difficulty walking. He retrieved his wallet and told the security guard to tell Carlos, the charge nurse, that Dike was going to CVS because he sprained his ankle. Carlos was not at the desk when Dike went back to retrieve his wallet.

After he was gone for ten minutes, he received a call to come back to the unit, which he did. He wrote an incident report. He was asked if he wanted to go to urgent care, but he declined because urgent care was in a city that he was not familiar with.

Duralek told him that he left without authorization. Dike stated that he was not asked if he told anyone when he was leaving, he was only asked about the injury.

Dike's break on May 2, 2022, was five pm. He thought that he could go to CVS, get Tylenol and be back before his break.

Dike was terminated on June 22, 2022. Since that day he has not returned to Cornerstone. The third letter from Lifecare Medical is dated June 30, 2022. He stated that he gave this letter to the Cornerstone liaison, but he also stated that he did not return to Cornerstone after June 22, 2022. He later stated that the June 30, 2022, letter may have been given to the hospital, but it was not hand delivered. He then stated that he gave the letter to the staff who gave it to personnel.

Dike stated that on June 30, 2022, he worked for the State of New Jersey in the Department of Human Services. He states that he has accommodation with the State of New Jersey.

Dike voluntarily signed the last chance agreement. He stated that he did not recall if he was represented. He did not recall if he reviewed or signed the last chance agreement. Upon reviewing the last chance agreement during the hearing, Dike thinks that he read it previously and that he understood it.

When an employee is leaving the facility, they often let the security guard know that they are leaving. When Dike goes to the bathroom, the charge nurse knows. Dike is still being treated by his doctor and would still need accommodation to work. Guzzo was given the June 20, 2017, letter from Lifecare Medical. Guzzo was the Director of Human Services. Fleming and Hardoby were bosses at Cornerstone. When Dike was in the bathroom, it was due to his medical condition.

### **FINDINGS OF FACT**

In light of the contradictory testimony presented by respondent's witnesses and appellant, the resolution of the charges against Dike requires that I make credibility determinations with regard to the critical facts. The choice of accepting or rejecting the witness's testimony or credibility rests with the finder of facts. Freud v. Davis, 64 N.J. Super. 242, 246 (App. Div. 1960). In addition, for testimony to be believed, it must not only come from the mouth of a credible witness, but it also has to be credible in itself. It must elicit evidence that is from such common experience and observation that it can be approved as proper under the circumstances. See Spagnuolo v. Bonnet, 60 N.J. 546 (1974); Gallo v. Gallo, 66 N.J. Super. 1 (App. Div. 1961). A credibility determination requires an overall assessment of the witness's story in light of its rationality, internal consistency and the manner in which it "hangs together" with the other evidence. Carbo v. United States, 314 F.2d 718, 749 (9th Cir. 1963). A fact finder "is free to weigh the evidence and to reject the testimony of a witness even though not contradicted when it is contrary to circumstances given in evidence or contains inherent improbabilities or contradictions which alone or in connection with other circumstances in evidence excite suspicion as to its truth." In re Perrone, 5 N.J. 514, 521-522 (1950); see D'Amato by McPherson v. D'Amato, 305 N.J. Super. 109, 115 (App. Div. 1997).

Having had an opportunity to observe the demeanor of the witnesses, I did not find Dike to be credible. He testified that he gave the medical letter from Lifecare Medical dated June 30, 2022, to the Cornerstone Liaison but he had previously testified that he did not return to Cornerstone after June 22, 2022. He initially testified that he did not recall if he read or signed the last chance agreement. He later testified that he believes that he had previously read the last chance agreement. Although I believe that Dike had other IA's cover him when he was in the bathroom when he had to do fifteen-minute check on the patients, I do not find it credible that the other IA's would forge Dike's initials on the fifteen minute monitor sheet.

Having reviewed the testimony and evidence and credibility of the witnesses, I make the following **FINDINGS of FACTS**:

Dike worked for Cornerstone which is a Union run facility. In early 2017, Dike had surgery that removed parts of his large and small intestines and his stomach. He was cleared to return to work with no restrictions by Dr Vorcism on February 1, 2027. Dike stated that he asked for accommodation in approximately June 2017. Union has an accommodation policy. The process to obtain an accommodation is to make a request which must be followed by a written request. Then there is a consultation with the employee and management to discuss the limitations to the job function. The accommodation request and possible accommodation are forwarded to the personnel director. The next step is a final decision letter. If approved the accommodation is implemented and monitored. The final accommodation decision letter is held in the employee's personnel file. The employee must speak to the personal manager and his supervisor regarding accommodation.

Dike stated that he spoke to Mike Fleming, Greg Hardoby and Mr. Guzzio. He stated he gave a letter from Lifecare Medical Center to Guzzio dated June 20, 2017. Although Dike stated that he was given accommodation, there is no documentation that he received accommodation. He did not state that he received a final decision letter regarding his accommodation which is part of the accommodation process.

Mike Fleming was the administrator for Cornerstone. Dike did not receive a final accommodation letter and there was no documentation in his personnel medical file of him requesting accommodation.

On May 2, 2022, Duralek was Dike's supervisor. On that date Dike could not be located on the unit. Dike was paged in the unit but there was no response. At 4:55, Duralek called Dike's phone. Dike stated that he twisted his ankle and went to get Tylenol. When he was leaving Oduntan, the security guard, asked him where he was going. Dike told Oduntan, he was going to get medicine. Duralek told Dike that he needed approval to leave the unit. Dike was told to report to Duralek when he returned. Dike returned at 5:20. He told Duralek that he slipped and twisted his ankle. Dike did not

have any bruising or swelling on his ankle. He wanted to go home after this incident. He was allowed to go home. Duralek notified her supervisor Herksowitz of the incident. She was concerned about Dike leaving the unit without notifying staff and how it would be addressed going forward. Duralek at that time did not look at the assigned break sheet to see if Dike was on a break. The time Dike left was too early for breaks.

Duralek spoke to the staff nurses to determine if Dike had told any of them that he was leaving the premises. Dike did not tell any of the staff nurses that he was leaving the premises.

During the three to eleven shift there are four to six IA's. It is important to know where the IA's are for safety purposes. Dike worked the three to eleven pm shift.

An incident report was done regarding this incident. Duralek wrote that Dike was going to his car and slipped and twisted his ankle. He did not have swelling or bruising on his ankle and walked with a limp. She asked if he wanted to go to urgent care and he declined.

Thornton was requested to observe time off the unit for Dike. She accessed video of Cornerstone from exact vision, which is the video company used by Cornerstone. The video is held for thirty days, then it is recorded over. Thornton was requested to do the review because on May 2, 2022, Dike had left the premises of Cornerstone without authorization.

Thornton reviewed the video from May 9, 2022. On that date Dike took an extended break in addition to his one hour break. On that day Dike was off the unit from 6:31-6:51, 8:05-8:18 and 9:48-10:20 the total time was sixty-five minutes. He was in the bathroom during these breaks.

The video for May 10, 2022, showed that Dike's meal break was at 9:00pm. On that date, Dike took additional breaks at 4:50-4:59, 5:04-5:17, 8:40-8:51 and 10:07-

10:32. He was off the unit for fifty-nine minutes. Dike being off the unit is a safety concern.

On May 13, 2022, Dike's meal break was at seven. He took additional breaks at 3:29-3:39, 4:32-4:41, 5:34-5:43 and 8:20-8:36. The total time of the additional breaks was forty-six minutes.

On May 15, 2022, Dike's meal break was at nine. He took additional breaks from 3:28-3:44, 5:47-6:13, 7:06-7:36 and 10:55 -11:06. The total additional break time was sixty-three minutes.

On May 18, 2022, Dike's meal break was at nine. He took extended breaks from 4:23-4:29 and 6:36-7:00 for a total of thirty minutes.

IA's are required to do one hour of fifteen minute checks on the patients during a shift. The IA may be required to do two hours of fifteen minutes checks during a three to eleven shift. The IA is required to initial the Q fifteen patient surveillance sheet noting that the checks were complete. Each check must be fifteen minutes.

On May 19, 2022, Dike's meal break was at 9. He was scheduled to do four fifteen-minute checks from seven to eight pm. Dike took additional breaks that day from 3:25-3:40, 7:30-7:48, 8;29-8:38 and 1032:10:47 for a total of fifty-seven minutes. The Q fifteen patient surveillance sheet was initialed that he had did the surveillance every fifteen minutes from seven to eight pm, when he was off the unit from 7:30-7:48. This is a safety concern because if the patients are not monitored it could have negative consequences.

On May 20, 2022, Dike's meal break was at nine. He had to do a Q fifteen patient checks from four to five and six to seven. The Q fifteen patient surveillance sheet was initialed that he did the fifteen-minute observations from four to five and six to seven. On May 20, 2022, Dike took additional breaks from 3:38-3:51, 4:47-5:07, and

8:39-8-56, a total of fifty minutes extended break. The Q fifteen patient surveillance sheet had his initials that he did the Q fifteen check from four to five but he was off the unit from 4:47-5:07. A Q fifteen check cannot be done in three minutes.

On May 23, 2022, Dike's meal break was at eight. He had to do a Q fifteen check at three to four and seven to eight. The Q fifteen patient surveillance sheet that he did the monitoring at his scheduled times had his initials. On May 23, 2022, Dike took additional breaks at 3:58-4:09, 7:43-7:57, 9:53-10:14. This was forty-five minutes of extended breaks. He was supposed to be doing a Q fifteen check from seven to eight every fifteen minutes, He was off the unit when he was supposed to be doing the Q fifteen check.

On May 24, 2022, Dike's meal break was at 9. He was scheduled to do the Q fifteen checks at six to seven and ten to eleven. The Q fifteen patient surveillance sheet had his initials that he completed all of the Q fifteen checks. He took additional breaks from 5:25-5:35, 7:22-7:33 and 10:37-10:57 for a total of forty minutes. The additional break from 10:37-10:57 occurred when he initialed that he had done the ten to eleven Q fifteen check. He arrived at Cornerstone at 3:25p.m.

On May 27, 2022, Dike's meal break was at 9:00p.m. He was scheduled to do the Q fifteen check from five to six and seven to eight. The Q fifteen patient surveillance sheet was initialed that he did the checks. Dike took additional breaks from 6:11-6:22 p.m., 6:23-6:30 p.m. and 6:58-7:51 p.m. for a total of seventy-one minutes. He was not in the unit to do the seven to eight Q fifteen checks even though it is initialed that he had.

On May 29, 2022, Dike's meal break was at 9. He was scheduled to do Q fifteen checks at seven to eight. The Q fifteen surveillance form was initialed that he completed all the Q fifteen checks. He took additional breaks from 5:42-5:54p.m. and 8:15-8:20p.m. for a total of twenty-three minutes. He was off the unit from 5:42-5:54p.m. when he was supposed to be doing the Q fifteen checks.

On May 30, 2022, Dike's meal break was at 9:00p.m. He was scheduled to do Q fifteen checks at seven to eight. The Q fifteen surveillance forms were initialed that he completed all of the Q 15 checks. He took additional breaks from 4:54-5:06p.m., 7:50-8:01p.m. and 10:40- 10:59p.m. for a total of forty-four minutes. He was off the unit from 7:50-8:01p.m. when he was supposed to be doing the Q fifteen checks. He arrived at work at 3:15p.m.

On June 1, 2022, Dike's meal break was at 9:00p.m. He took extended breaks from 7:26-7:43p.m., 10:25-10:38p.m. and 10:38-10:59p.m. for a total of fifty-four minutes. He left the unit from 10:38-10:59p.m.

On June 2, 2022, Dike's meal break was at 9:00p.m. He was scheduled to the Q fifteen check at seven to eight. The Q fifteen surveillance forms were initialed that he completed all the Q fifteen checks. He took additional breaks from 3:36-3:45p.m., 4:40-4:59p.m., 6:00-6:25p.m., 7:35-7:45p.m. and 10:19-10:36p.m. for a total of seventy minutes. He was off the unit from 7:35-7:45p.m. when he was supposed to be doing the Q fifteen checks.

On June 3, 2022, Dike's meal break was at 9. He took extended breaks from 4:04-4:17p.m. and 10:52- 11:01p.m. for a total of eighteen minutes.

Dike did not do the Q fifteen patient surveillance sheets at the times when he was not on the unit. Although I believe that another IA did the check for him, I do not believe that the other IA would sign Dike's initials on the Q fifteen surveillance form. On May 27, 2022, May 29, 2022, and June 1, 2022, one of the breaks that Dike took on each of these days was not a bathroom break.

Thornton was told to investigate Dike by Dinsmore after he left the unit and could not be located on May 2, 2022. Thornton watched videos every day that Dike worked to determine if he took any break other than his meal break. The purpose of the



investigation was to note times he was away from his duties other than on meal breaks. Thornton created a handwritten document to note the times Dike took unauthorized breaks. She gave these notes to Dinsmore. The videos that she reviewed were time and date stamped. Thornton reports to Herskowitz who reports to Dinsmore. Thornton began reviewing the videos of Dike on the Memorial Day weekend of 2022 and continued through the first week of June 2022. The investigation occurred because Dike was AWOL. Dinsmore wanted the investigation done as soon as possible. She has investigated employees before.

Dike was issued a prior final notice of disciplinary action (FNDA) on January 25, 2019. The matter was settled with a last chance agreement between Union and Dike. The agreement was that Dike plead guilty and receive a forty-two-day suspension without pay and if he had any violation of a rule or regulation within five years of signing the agreement, which results in more than a reprimand, he would be terminated immediately. Dike could appeal the termination to Civil Service. Other last chance agreements have similar language. Dike was not served with a PNDA because of the last chance agreement he signed in 2019 with Union. Union terminated Dike on June 22, 2022. The last chance agreement allowed Dike to appeal the termination. He was given an FNDA.

### **LEGAL ANALYSIS AND CONCLUSION**

Based on the foregoing facts and the applicable law, I **CONCLUDE** that the charges of Incompetency, inefficiency or failure to perform job duties, inability to perform job duties, conduct unbecoming a public employee, neglect of duty, and other sufficient cause are **SUSTAINED**.

The purpose of the Civil Service Act is to remove public employment from political control, partisanship, and personal favoritism, as well as to maintain stability and continuity. Connors v. Bayonne, 36 N.J. Super. 390 (App. Div.), certif. denied, 19 N.J. 362 (1955). The appointing authority has the burden of proof in major disciplinary

actions. N.J.A.C. 4A:2-1.4. The standard is by a preponderance of the credible evidence. Atkinson v. Parsekian, 37 N.J. 143 (1962). Major discipline includes removal or fine or suspension for more than five working days. N.J.A.C. 4A:2-2.2. Employees may be disciplined for insubordination, neglect of duty, conduct unbecoming a public employee, and other sufficient cause, among other things. N.J.A.C. 4A:2-2.3. An employee may be removed for egregious conduct without regard to progressive discipline. In re Carter, 191 N.J. 474 (2007). Otherwise, progressive discipline would apply. W. New York v. Bock, 38 N.J. 500 (1962).

Hearings at the OAL are de novo. Ensslin v. Twp. of N. Bergen, 275 N.J. Super. 352 (App. Div. 1994), certif. denied, 142 N.J. 446 (1995).

Under N.J.A.C. 4A:2-2.3(a)(1), an employee may be subjected to major discipline for "incompetency, inefficiency, or failure to perform duties."

**Incompetency:** Although progressive discipline is the general rule, sheer incompetency can be the grounds for firing without progressive discipline. Absence of judgment alone can be sufficient to warrant termination if the employee is in a sensitive position that requires public trust in the agency's judgment. See In re Herrmann, 192 N.J. 19, 32 (2007) (DYFS worker who waved a lit cigarette lighter in a five-year-old's face was terminated, despite lack of any prior discipline).

"There is no constitutional or statutory right to a government job." State-Operated Sch. Dist. of Newark v. Gaines, 309 N.J. Super. 327, 334 (App. Div. 1998). (NOTE: Gaines had a substantial prior disciplinary history, but the case is frequently quoted as a threshold statement of civil service law.)

"In addition, there is no right or reason for a government to continue employing an incompetent and inefficient individual after a showing of inability to change." Klusaritz v. Cape May Cnty., 387 N.J. Super. 305, 317 (App. Div. 2006) (termination

was the proper remedy for a County treasurer who couldn't balance the books, after the auditors tried three times to show him how).

In reversing the MSB's insistence on progressive discipline, contrary to the wishes of the appointing authority, the Klusaritz panel stated that "[t]he [MSB's] application of progressive discipline in this context is misplaced and contrary to the public interest." The court determined that Klusaritz's prior record is "of no moment" because his lack of competence to perform the job rendered him unsuitable for the job and subject to termination by the county.

[In re Hermann, 192 N.J. 19, 35–36 (2007) (citations omitted).]

There is no definition in the administrative code of the term "inefficiency," and therefore, it has been left to interpretation.

In general, incompetence, inefficiency, or failure to perform duties exists where the employee's conduct demonstrates an unwillingness or inability to meet, obtain or produce effects or results necessary for adequate performance. Clark v. New Jersey Dep't of Agric., 1 N.J.A.R. 315 (1980).

The fundamental concept that one should be able to perform the duties of the position is stated in Briggs v. Department of Civil Service, 64 N.J. Super. 351, 356 (App. Div. 1960), which happens to be a probationary period case involving a nurse:

"Conduct unbecoming a public employee" is an elastic phrase, which encompasses conduct that adversely affects the morale or efficiency of a governmental unit or that has a tendency to destroy public respect in the delivery of governmental services. Karins v. City of Atl. City, 152 N.J. 532, 554 (1998); see also In re Emmons, 63 N.J. Super. 136, 140 (App. Div. 1960). It is sufficient that the complained-of conduct and its attending circumstances "be such as to offend publicly accepted standards of decency." Karins, 152 N.J. at 555 (quoting In re Zeber, 156 A.2d 821, 825 (1959)).

Such misconduct need not necessarily "be predicated upon the violation of any particular rule or regulation but may be based merely upon the violation of the implicit standard of good behavior which devolves upon one who stands in the public eye as an upholder of that which is morally and legally correct." Hartmann v. Police Dep't of Ridgewood, 258 N.J. Super. 32, 40 (App. Div. 1992) (quoting Asbury Park v. Dep't of Civil Serv., 17 N.J. 419, 429 (1955)). Suspension or removal may be justified where the misconduct occurred while the employee was off duty. Emmons, 63 N.J. Super. at 140.

N.J.A.C. 4A:2-2.3(a)(7) lists "neglect of duty" as grounds for the discipline of a civil servant. Neglect of duty is omission or failure to perform a duty, official misconduct, or negligent acts [\*14] related to the official responsibilities of a civil servant. Rushin v. Bd. of Child Welfare, 65 N.J. Super. 504, 510-11, 168 A.2d 238 (App. Div. 1961). A finding of neglect of duty must be based on the nonperformance of an official duty imposed on a public employee. *Id.* at 515. In re Bode 2020 N.J. Super Unpub LEXIS 2040

In this matter the charges can be combined. Dike on May 2, 2022, left Cornerstone without telling any Cornerstone employee where he was going while he was on duty. In addition, Dike did not do many of the Q fifteen surveillance checks on several days between May 9, 2022 to June 3, 2022. Although he states that other IA's did them for him, it was his duty to do the checks.

Dike stated that he had accommodation, but Cornerstone did not have any record of accommodation and Dike did not produce any evidence that he was given an accommodation.

Thornton watched video of Cornerstone from May 9, 2022 to June 3, 2022. On those dates, Dike took the following additional break time: May 9 sixty-five minutes, May 10, fifty-nine minutes, May 13 forty-six minutes, May 15 sixty-three minutes, May 18 thirty minutes, May 19 fifty-seven minutes, May 20 fifty minutes, May 23 forty-five minutes, May 24 forty minutes, May 27, seventy one minutes, May 29 twenty-three

minutes, May 30, forty-five minutes, June 1, fifty-four minutes, June 2 seventy-five minutes and June 3 eighteen minutes.

On May 27, 2022, May 29, 2022, and June 1, 2022, One of the breaks that Dike took on each of these days was not a bathroom break.

Town of W. New York v. Bock, 38 N.J. 500, 523 (1962). Typically, the Board considers numerous factors, including the nature of the offense, the concept of progressive discipline and the employee's prior record. George v. N. Princeton Developmental Ctr., 96 N.J.A.R.2d (CSV) 463.

"Although we recognize that a tribunal may not consider an employee's past record to prove a present charge, West New York v. Bock, 38 N.J. 500, 523 (1962), that past record may be considered when determining the appropriate penalty for the current offense." In re Phillips, 117 N.J. 567, 581 (1990).

Ultimately, however, "it is the appraisal of the seriousness of the offense which lies at the heart of the matter." Bowden v. Bayside State Prison, 268 N.J. Super. 301, 305 (App. Div. 1993), certif. denied, 135 N.J. 469 (1994).

In his matter, Dike previously signed a last chance agreement which stated that if he received any discipline higher than a written reprimand that he would be terminated. Dike took numerous additional breaks from May 22, 2022, to June 3, 2022. On every day he worked he took additional breaks, not all of those breaks were bathroom breaks. While Dike took these additional breaks there was one person less on the unit with the patients, which is a safety concern.

I **CONCLUDE** that termination is the appropriate discipline in this matter.

**ORDER**

Based on the foregoing findings of fact and applicable law, it is hereby **ORDERED** that the determination of Union County Department of Human Services, that Curtis Dike be terminated is **AFFIRMED**.

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.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **DIRECTOR, DIVISION OF APPEALS AND REGULATORY AFFAIRS, UNIT H, CIVIL SERVICE COMMISSION, 44 South Clinton Avenue, PO Box 312, Trenton, New Jersey 08625-0312**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

September 28, 2023



\_\_\_\_\_  
DATE

\_\_\_\_\_  
**KIMBERLY A. MOSS, ALJ**

Date Received at Agency:

September 28, 2023

Date Mailed to Parties:

September 28, 2023

ljb

**WITNESSES**

For Appellant

Dike

For Respondent

Karen Dinsmore

Elizabeth Thornton

Rose Schifano

Helen Pederson

Denise Duralek

Samuel Oduntan

Paul Herskovitz

Debbie Ann Anderson

**EXHIBITS**

For Appellant

A-1 LifeCare Family Doctor Letter Dated May 22, 2019

A-2 LifeCare Family Doctor Letter Dated June 20, 2017

A-3 LifeCare Family Doctor Letter Dated June 30, 2022

A-4 Letter to Dominic DiYanni, Esq. Dated March 23, 2023.

For Respondent

R-1 Preliminary Notice of Disciplinary Action Dated January 19, 2018

R-2 Final Notice of Disciplinary Action Dated January 25, 2019

R-3 Last Chance Agreement and General Release Dated September 27, 2018

R-4 Not in Evidence

R-5 Cornerstone Investigation Report Statement/ Witness Form of Denise Duralek dated May 2, 2022

R-6 County of Union Accident Investigation Report of Curtis Dike Dated May 2, 2022



R-7 Cornerstone Investigation Report Statement/ Witness Form of Curtis Dike Dated May 24, 2022

R-8 Cornerstone Investigation Report Statement/ Witness Form of Samuel Oduntan Dated May 24, 2022

R-9 Email Chain of Debbie Ann Anderson and Denise Duralek from May 2, 2022, and May 3, 2022

R-10 Cornerstone Policy and Procedure regarding Progressive Discipline

R-11 Cornerstone Policy and Procedure regarding Assigned Break and Meal Time

R-12 Cornerstone Assignment Sheet for Three to Eleven Shift on May 9, 2022

R-13 Not in Evidence

R-14 Not in Evidence

R-15 Not in Evidence

R-16 Cornerstone Assignment Sheet for Three to Eleven Shift on May10, 2022

R-17 Not in Evidence

R-18 Not in Evidence

R-19 Not in Evidence

R-20 Not in Evidence

R-21 Cornerstone Assignment Sheet for Three to Eleven Shift on May13, 2022

R-22 Not in Evidence

R-23 Not in Evidence

R-24 Not in Evidence

R-25 Not in Evidence

R-26 Cornerstone Assignment Sheet for Three to Eleven Shift on May15, 2022

R-27 Not in Evidence

R-28 Not in Evidence

R-29 Not in Evidence

R-30 Not in Evidence

R-31 Cornerstone Assignment Sheet for Three to Eleven Shift on May18, 2022

R-32 Not in Evidence

R-33 Not in Evidence

R-34 Cornerstone Assignment Sheet for Three to Eleven Shift on May19, 2022

- R-35 Cornerstone Patient Q 15 Minute Surveillance Monitor May 19, 2022
- R-36 Not in Evidence
- R-37 Not in Evidence
- R-38 Not in Evidence
- R-39 Not in Evidence
- R-40 Cornerstone Assignment Sheet for Three to Eleven Shift on May 20, 2022
- R-41 Cornerstone Patient Q 15 Minute Surveillance Monitor May 20, 2022
- R-42 Not in Evidence
- R-43 Not in Evidence
- R-44 Not in Evidence
- R-45 Cornerstone Assignment Sheet for Three to Eleven Shift on May 23, 2022
- R-46 Cornerstone Patient Q 15 Minute Surveillance Monitor May 23, 2022
- R-47 Not in Evidence
- R-48 Not in Evidence
- R-49 Not in Evidence
- R-50 Cornerstone Assignment Sheet for Three to Eleven Shift on May 24, 2022
- R-51 Cornerstone Patient Q 15 Minute Surveillance Monitor May 23, 2022
- R-52 Not in Evidence
- R-53 Not in Evidence
- R-54 Not in Evidence
- R-55 Cornerstone Assignment Sheet for Three to Eleven Shift on May 24, 2022
- R-56 Cornerstone Patient Q 15 Minute Surveillance Monitor May 24, 2022
- R-57 Not in Evidence
- R-58 Not in Evidence
- R-59 Not in Evidence
- R-60 Cornerstone Assignment Sheet for Three to Eleven Shift on May 29, 2022
- R-61 Cornerstone Patient Q 15 Minute Surveillance Monitor May 29, 2022
- R-62 Not in Evidence
- R-63 Not in Evidence
- R-64 Cornerstone Assignment Sheet for Three to Eleven Shift on May 30, 2022
- R-65 Not in Evidence

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R-66 Not in Evidence

R-67 Not in Evidence

R-68 Cornerstone Assignment Sheet for Three to Eleven Shift on June 1, 2022

R-69 Not in Evidence

R-70 Not in Evidence

R-71 Not in Evidence

R-72 Cornerstone Assignment Sheet for Three to Eleven Shift on June 2, 2022

R-73 Cornerstone Patient Q 15 Minute Surveillance Monitor June 2, 2022

R-74 Not in Evidence

R-75 Not in Evidence

R-76 Not in Evidence

R-77 Not in Evidence

R-78 Not in Evidence

R-79 Cornerstone Assignment Sheet for Three to Eleven Shift on June 3, 2022

R-80 Not in Evidence

R-81 Not in Evidence

R-82 Final Notice of Disciplinary Action Dated June 22, 2022

R-83 Letter from Dr Michael Bilof Dated January 26, 2017