



In the Matter of M.B.,
Department of Corrections

CSC Docket No. 2025-771

: **STATE OF NEW JERSEY**
:
: **FINAL ADMINISTRATIVE ACTION**
: **OF THE**
: **CIVIL SERVICE COMMISSION**
:
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: **Salary Overpayment**
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ISSUED: September 2, 2026 (SLK)

M.B., a Correctional Police Lieutenant with the Department of Corrections, requests a waiver of repayment of a salary overpayment.

By way of background, the appellant was promoted from the position of Correctional Police Sergeant to Correctional Police Lieutenant, effective February 12, 2022. At the time, employee agreements for the titles of Correctional Police Lieutenant and Correctional Police Sergeant were being negotiated by the appointing authority. The union representing Correctional Police Sergeants, the New Jersey Law Enforcement Supervisors Association, settled its negotiation for its employee agreement prior to the New Jersey Superior Officer's Association (NJSOA), the union representing Correctional Police Lieutenants, settled its negotiations for its employee agreement. Thereafter, in a July 28, 2023 notice from the appointing authority to the appellant, it stated that as a result of retroactive salary increases implemented from the resolution of the most recent NJSOA contract, his promotion from Correctional Police Sergeant to Correctional Police Lieutenant had been recalculated. The notice advised that this recalculation resulted in his promotional salary being adjusted from Step 6 \$97,960.68 to Step 4 \$96,694.72.¹ The notice further advised that effective

¹ The appointing authority indicates that the new collective negotiations agreements changed the salary step for the appellant. *See N.J.A.C. 4A:3-4.9(a).*

July 1, 2023, the appellant's salary had been adjusted to 108,125.11 Step 6. Additionally, the notice advised the appellant that this salary calculation was retroactive to the date he was promoted, February 12, 2022. Therefore, he was advised that he was overpaid since that date, and the estimated amount of overpayment was \$8,897.00, which did not include overtime worked during this period. The appellant's repayment schedule, which he signed on September 24, 2024, also advised that he was additionally overpaid \$977.52 due to overtime.² Therefore, the total overpayment amount was \$9,874.52.

In his request for waiver of salary overpayment, which was postmarked October 7, 2024, the appellant notes that he was advised that he was overpaid by the State on or about July 28, 2023. Regarding a lack of notice, the appellant argues that he was unaware of the salary overpayment of \$9,874.52 since he did not receive notice with either his retroactive pay or promotional increase informing him that he was having his pay adjusted for those reasons, the basis for the adjustments or the amount of the adjustments.

Additionally, the appellant argues that he would experience economic hardship if he were required to repay the overpayment. He indicates that he is the sole provider for a household of seven, which includes five children. The appellant lists over \$6,000 in monthly expenses related to housing, transportation, utilities, and credit cards. He states that this list does not even include other expenses such as gifts, medical co-pays, extracurricular activities and sporting equipment, school clothes and supplies, and automotive maintenance. The appellant highlights his longtime State service. The appellant requests a full or partial waiver.

In response, the appointing authority maintains that the appellant has not shown that he would experience a financial hardship if he were required to repay the overpayment amount. Specifically, the appointing authority asserts that the appellant has not provided an accounting of his total monthly income and expenses, and without such information, it cannot be determined that he would experience an economic hardship. Additionally, it notes that several items provided by the appellant, such as his utility bill and credit card balances have variable balances. Therefore, the appellant has not met all criteria for a salary overpayment waiver. It highlights that the appellant was overpaid and the money is due the taxpayers and the State. Moreover, the appointing authority states that the appellant was notified

² The appellant agreed to repay \$247.14 bi-weekly payments for 36 months for the regular wages overpayment, and \$40.73 bi-weekly payments for 24 months with respect to the overtime overpayment. The appointing authority initially indicated that the Lieutenants' Union filed a grievance with the Public Employment Relations Commission and all agreements remained with the Governor's Office of Employee Relations for final approval and authorization for the repayments to begin. However, the appointing authority now indicates that the union has withdrawn the matter from the Public Employment Relations Commission, and the appellant's repayment is no longer being held in abeyance. As of August 11, 2026, the appointing authority confirms that the appellant owes \$9,368.06.

about the salary payment, and repayment has been sought since at least July 28, 2023.

CONCLUSION

N.J.A.C. 4A:2-1.1(b) provides that unless a different time period is stated, an appeal must be filed within 20 days after either the appellant has notice or should reasonably have known of the decision, situation, or action being appealed.

N.J.A.C. 4A:3-4.21 Salary overpayments: State service, provides as follows:

- (a) The [Commission] may waive, in whole or in part, the repayment of an erroneous salary overpayment, or may adjust the repayment schedule based on consideration of the following factors:
 1. The circumstances and amount of the overpayment were such that an employee could reasonably have been unaware of the error;
 2. The overpayment resulted from a specific administrative error, and was not due to mere delay in processing a change in pay status;
 3. The terms of the repayment schedule would result in economic hardship to the employee.

Initially, it is noted that the appellant's appeal is untimely as he was advised that he was overpaid in July 2023 but did not file a request for a waiver of the salary overpayment until October 2024. While the July 28, 2023 notice to the appellant did not specifically advise the appellant of his appeal rights, the notice did advise that he was overpaid \$8,897. Further, the appellant was advised to contact the Human Resource Manager who sent him communication if he had any questions. Therefore, as of that date, the appellant knew, or should have reasonably known, that he was going to be required to repay the overpayment amount, and he should have appealed within 20 days if he wished to appeal the repayment due to economic hardship. *See N.J.A.C.* 4A:2-1.1(b). Moreover, as indicated below, as the terms of the repayment schedule would not result in an economic hardship to the appellant, there is no good cause to relax the rules to effectuate the purposes of Title 11A, New Jersey Statutes. *See N.J.A.C.* 4A:1-1.2(c).

Regarding the merits, it is well settled that **all** factors outlined in *N.J.A.C.* 4A:3-4.21 must be satisfied to successfully obtain a waiver of the repayment obligation. In the instant matter, the appellant argues that he was unaware of the salary overpayment of \$9,874.52 since he did not receive notice with either his

retroactive pay or promotional increase informing him that he was having his pay adjusted for those reasons, the basis for the adjustments or the amount of the adjustments. He asserts that the absence of any notice along with the combination of a promotional increase and retroactive salary increases left him unaware that the pay had been inaccurately calculated by the State. Further, he claims that he would experience an economic hardship if he were required to repay the salary overpayment amount. The appointing authority argues that the appellant has not provided sufficient documentation to show an accounting of his expenses, and as such, there is no evidence that he would experience financial hardship if required to repay the salary overpayment amount. Moreover, the appellant already agreed to a repayment plan, which he signed on September 24, 2024. Therefore, even assuming the appellant was unaware of the salary overpayment at the times he received the overpayments, he has not shown that repayment, especially if based upon a reasonable repayment schedule which he already agreed to while knowing his monthly expenses, would result in an economic hardship. In this regard, the appellant has failed to present any substantive evidence in support of his arguments that he is experiencing such hardship. *See In the Matter of Yvette Waugh, et al. (Commissioner of Personnel, decided October 25, 1996)* (Lack of documentation in support of claimed economic hardships did not warrant waiver of salary overpayment for employees erroneously awarded salary at the fourth step of the salary range). Finally, it is also noted that the appellant's current salary is \$138,853.18, which is further evidence that it would not be an economic hardship for the appellant to repay the appointing authority via the agreed upon repayment plan, which he has already begun.

ORDER

Therefore, it is ordered that this request be denied.

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 2ND DAY OF SEPTEMBER, 2026



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