



STATE OF NEW JERSEY

In the Matter of Dennis Marshall,
The College of New Jersey

CSC Docket No. 2024-2665
OAL Docket No. CSV 09905-24

FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION

ISSUED: JULY 2, 2025

The appeal of Dennis Marshall, Building Maintenance Worker, The College of New Jersey, removal, effective June 28, 2024, was heard by Administrative Law Judge Guari Shirali Shah (ALJ), who rendered her initial decision on May 27, 2025. Exceptions were filed by the appellant.

Having considered the record and the ALJ's initial decision, and having made an independent evaluation of the record, including a thorough review of the exceptions, which the Civil Service Commission (Commission) finds wholly unpersuasive, at its meeting on July 2, 2025, adopted the ALJ's Findings of Facts and Conclusions of Law and her recommendation to uphold the removal.

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 Dennis Marshall.

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 JULY, 2025

Allison Chris Myers

Allison Chris Myers
Chairperson
Civil Service Commission

Inquiries
and
Correspondence

Nicholas F. Angiulo
Director
Division of Appeals and Regulatory Affairs
Civil Service Commission
P.O. Box 312
Trenton, New Jersey 08625-0312

Attachment



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. CSV 09905-24

AGENCY DKT. NO. 2024-2665

**IN THE MATTER OF DENNIS MARSHALL,
THE COLLEGE OF NEW JERSEY.**

Dennis Marshall, appellant, pro se

**Elizabeth A. Davies, Deputy Attorney General, for respondent The College of
New Jersey (Matthew J. Platkin, Attorney General of New Jersey, attorney)**

Record Closed: April 11, 2025

Decided: May 27, 2025

BEFORE **GAURI SHIRALI SHAH, ALJ:**

STATEMENT OF THE CASE

On July 27, 2023 and November 28, 2023, Dennis Marshall, an employee of The College of New Jersey (TCNJ), refused to follow his supervisor's workplace orders and engaged in disruptive and combative behavior. Marshall's conduct violated the terms of a 2019 last chance agreement he entered with TCNJ. Must Marshall be subject to removal? Yes. Discharge under a last chance agreement is warranted where an employee violates the terms of the agreement. Watson v. City of East Orange, 175 N.J. 442, 445 (2003).

PROCEDURAL HISTORY

In June 2024, TCNJ removed Marshall from his position as a building maintenance worker for insubordination, conduct unbecoming a public employee, and other sufficient cause based on incidents that took place on July 27, 2023, and November 28, 2023 (the 2023 incidents). The 2023 incidents involved Marshall's refusal to follow his supervisor's orders and disruptive and combative behavior. Specifically, on July 27, 2023, Marshall disrupted a staff meeting, becoming loud and argumentative, and refused to heed his supervisor's order to stop doing so, resulting in the meeting being cancelled. On November 28, 2023, Marshall refused to unclog a trash chute at his work location and became combative about the directive with his supervisor.

On March 8, 2024, TCNJ served Marshall with a preliminary notice of disciplinary action (PNDA), charging him with violations of N.J.A.C. 4A:2-2.3(a)(2), insubordination; N.J.A.C. 4A:2-2.3(a)(6), conduct unbecoming a public employee; and N.J.A.C. 4A:2-2.3(a)(12), other sufficient cause based on the 2023 incidents.

Marshall sought a departmental hearing, which was held on March 21, 2024. Marshall put forward his case with the assistance of an union representative. On June 19, 2024, TCNJ issued a final notice of disciplinary action (FNDA) to appellant, sustaining all charges against him, with notice of his removal, effective June 28, 2024. In support of the removal, TCNJ relied on a last chance agreement entered into by Marshall in August 2019 to resolve other disciplinary charges. The last chance agreement permitted immediate termination of employment if charges against Marshall relating to conduct under N.J.A.C. 4A, including insubordination or conduct unbecoming, were sustained.

On June 25, 2024, Marshall appealed the FNDA to the Civil Service Commission.

On July 19, 2024, the Civil Service Commission transmitted this case to the Office of Administrative Law (OAL) as a contested case under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the OAL, N.J.S.A. 52:14F-1 to -23, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6.

On January 30, 2025, I held the hearing and left the record open for the parties to obtain a transcript of the hearing and submit post-hearing briefs.

On April 11, 2025, I received the briefs and closed the record.

DISCUSSION AND FINDINGS OF FACT

Marshall was employed by TCNJ as a Building Maintenance Worker since 2023. Marshall's June 2024 removal from his position was predicated on his conduct from the 2023 incidents, as well as a documented history of his inability to work with both co-workers and supervisors without angry outbursts or combative behavior.

Landon Jasmin, TCNJ Building Operations Manager testified briefly and without objection, as to Marshall's official job title of building maintenance worker, and the scope of duties identified under the job description. (R-6) Included in those duties was a requirement that the employee work harmoniously with associates and supervisors. (*Ibid.*) The building maintenance workers often had to work in teams or share work responsibilities to cover for absent coworkers, heightening the need for cooperation and harmony between all the staff and supervisors.

Supervisor Jeremy Telemaque has worked as an Assistant Housekeeping Supervisor at TCNJ for seven years. In that capacity, Telemaque supervises up to sixteen building maintenance workers whose main duties are to help maintain the residential student buildings on TCNJ's campus. These duties include removing trash, sweeping, dusting, and general cleaning in the common areas of the residential halls. Building maintenance workers are also required to assist with special projects, such as carpeting or flooring work and moving furniture.

Telemaque supervised Marshall since 2020 and had no complaints about his work performance. The issues arose from Marshall's attitude towards coworkers and his perception that they were not "working to his standard" or to the pace he thought they should, and for which he would berate them. According to Telemaque, Marshall was not a "team player", and he had many discussions with Marshall about his behavior towards

his coworkers. Telemaque also explained that Marshall would become combative upon any critique of him or even on assignment changes. As a result of his attitude, coworkers requested not to work with Marshall on assignments. Telemaque was involved in and described the two 2023 incidents that led to the disciplinary action against Marshall.

The July 27, 2023 Incident

On July 27, 2023, Telemaque conducted a meeting with Marshall, along with other building maintenance staff, at the start of the workday. The purpose of the meeting was to discuss when to take breaks during the summer since staff worked in different buildings with other supervisors, resulting in different breaks and mealtimes for building maintenance staff.

Marshall had been involved in an incident with another supervisor over the weekend that involved break times, but Telemaque was speaking generally to the staff and took care not to identify Marshall or the specific incident. Marshall, however, kept interrupting to argue about what happened during the incident. Telemaque's requests to stop interrupting the meeting were met with belligerence by Marshall who declared that "he's a man" and that Telemaque didn't "have the right to tell him when . . . not to talk." Telemaque offered to speak with Marshall about his issues privately at the conclusion of the meeting, but Marshall continued to interrupt and disrupt the meeting. Ultimately, Telemaque had to cancel the meeting. That same day, Telemaque wrote an action memorandum to TCNJ Human Resources detailing Marshall's conduct and seeking to discipline Marshall. (R-1) While the memo was pending, a second incident took place that involved similar combative behavior from Marshall.

The November 28, 2023 Incident

On the morning of November 28, 2023, Telemaque went to Cromwell Hall, a student residential building, to respond to a work order for a clogged trash chute. Each floor had a trash chute that led to the basement bin and a garbage compacter. Telemaque travelled to each of the six Cromwell Hall floors to see what was causing the blockage. Telemaque saw that a box was blocking the trash chute at the first-floor level; thus, no

garbage could travel through the chute to the bin and the garbage compacter located in the basement. Telemaque was attempting to unclog the chute when he received a call to attend a supervisor's meeting.

Marshall was assigned to work at Cromwell Hall and cover the first floor that day. Telemaque telephoned Marshall on his way to the meeting and asked him to pour water down the chute to soften the box. Telemaque described the process: a thirty-two-ounce plastic spray bottle would be filled with water and dumped repeatedly on the box to help soften it. After that, the additional garbage thrown into the chute at other points and gravity would push the softened box through to the basement compacter, resolving the clog.

Marshall misunderstood Telemaque's directions. Marshall thought Telemaque wanted him to change the compacter, which he could not do due to health-related weight restrictions, so Marshall, enraged, started yelling at Telemaque. Telemaque tried to calm Marshall down and explain that he simply wanted Marshall to pour water down the chute, but Marshall refused to listen. Instead, Marshall hung up on Telemaque and texted him not to call his cell phone anymore but to only email him moving forward. After speaking to his supervisor, Telemaque wrote an Action Memo detailing the incident and forwarded it to TCNJ Human Resources. (R-2)

On cross-examination, Marshall attempted to establish that Telemaque had asked him to change the compacter by producing screenshots of text messages between the two of them (P-1–P-6) but the text messages show that whenever Marshall identified a compacter issue, Telemaque asked Niem, another employee, to change the compacter. (P-1, P-2) Thus, the text messages between Marshall and Telemaque confirm that Telemaque requested Marshall to pour water through to unclog the chute, not change the compacter. (P-5, P-6)

Telemaque described prior incidents where Marshall grew belligerent towards coworkers or another supervisor. In a November 8, 2019 incident witnessed by Telemaque, an enraged Marshall screamed at a supervisor because building keys had been moved to a new location, finally throwing the keys at the supervisor's feet. (R-3) In

another incident, Marshall screamed at two female coworkers, yelling "he doesn't need women to help". As a result, one of the coworkers said she did not want to work with him again and filed a grievance.

Marshall, however, disagreed with the characterization of his conduct. He explained that there was never an issue with his work, but that the other employees and supervisors didn't like that he spoke his mind when something was wrong. More specifically, Marshall claimed that he had only been disciplined once previously in 2019, and that the basis for the current disciplinary action was because Telemaque didn't like him. Marshall further disputed what occurred in both 2023 incidents. Specifically, Marshall disputed being disruptive at Telemaque's July 27, 2023 meeting. Despite evidence from the text messages he produced, Marshall insisted that Telemaque asked him to change the compacter on November 28, 2023.

Marshall's refusal to see any point but his own, including contrary evidence, is the heart of the problem. For example, although Telemaque testified that he wanted Marshall to pour water in the chute using a thirty-two-ounce bottle, Marshall insisted that Telemaque's testimony was that Marshall use a twenty-five-pound bottle. In fact, neither my suggestion that he misheard the testimony or the fact that few twenty-five-pound bottles even exist in the maintenance department could disavow Marshall from his incorrect view.

In response to Marshall's testimony, TCNJ called Nikita Spencer-Scott as a rebuttal witness. Spencer-Scott, who was the union steward at the time, was at the July 27, 2023 meeting, and she had known Marshall for twenty years. Spencer-Scott corroborated that Marshall was disruptive at the meeting, both yelling at Telemaque and interrupting him several times, despite being asked to stop. Through cross-examination that was at times contentious and confusing, Marshall sought, unsuccessfully, to establish bias, suggesting that Spencer-Scott either was or was not Telemaque's friend.

Prior Discipline

Christi Cartwright is the former Manager of Labor and Employee Relations in Human Resources at TCNJ. Her duties included, among other things, employee discipline and employee grievances counseling. Cartwright testified that she first became aware of Marshall when he faced discipline for his failure to be in uniform as required. More significantly, Cartwright noted that a last chance agreement was in place as part of a prior disciplinary action against Marshall from August 2019. (R-8–R-10)

That case concerned conduct unbecoming a public employee and other sufficient cause and arose out of a situation where Marshall began yelling profanities, including racist epithets, at an employee who he believed was in the incorrect work location. Under the terms of the last chance agreement, which Marshall entered to resolve the case, any future sustained charges arising out of a violation of N.J.A.C. 4A (major discipline) shall result in Marshall's removal and termination without appeal. (R-10) Both Marshall and his union representative signed the last chance agreement as part of the settlement on August 14, 2019.

Instead of disciplining Marshall on the uniform issue, Cartwright turned the occasion into an employee counseling session and discussed with him the existence of the last chance agreement and its implications. Marshall was reminded by Cartwright of the terms of the last chance agreement and specifically, that engaging in conduct that violated the last chance agreement would result in his removal. Cartwright recalled that at the time, there was another disciplinary action in Marshall's employee file, but no action had been taken on it by the prior human resources manager.

I found the testimony of respondent's witnesses, Jasmin, Cartwright and Telemaque to be credible and supported by the documentary evidence. Marshall's testimony was not supported by the documentary evidence, including the text messages he produced. Accordingly, I **FIND** the following as **FACT**:

1. Appellant Marshall was employed by TCNJ as a building maintenance worker since 2003.

2. On July 27, 2023, Marshall attended a meeting held by his supervisor Telemaque for all of the maintenance workers.
3. At the meeting, Telemaque addressed issues brought to his attention about breaks and mealtimes during summer hours including during overtime hours.
4. Telemaque did not identify any employee by name as having an issue with break times or otherwise.
5. Marshall continually interrupted Telemaque during the meeting.
6. Marshall's interruptions included yelling and were disruptive.
7. Marshall refused Telemaque's directives to stop being disruptive.
8. Telemaque discontinued the July 27, 2023 meeting early since he was not able to complete his briefing due to Marshall's disruptive behavior.
9. On July 27, 2023, Marshall refused his supervisor's request to stop interrupting and being disruptive at a work meeting.
10. On November 28, 2023, Marshall was assigned to work at Cromwell House, a student residential building at TCNJ, where he was responsible for the first and second floors of Cromwell, as well as half of the basement.
11. On the morning of November 28, 2023, Telemaque responded to a work order for a clogged trash chute at Cromwell House.
12. Based on his investigation, Telemaque identified that the clog was caused by a cardboard box that was stuck in the chute at the first-floor level of the chute.

13. Telemaque telephoned Marshall on his cell phone and requested that Marshall pour water down the chute to soften the box.
14. Due to medical restrictions, Marshall was not responsible for changing the compactor, which was in the basement; that was the responsibility of another employee.
15. Marshall misunderstood the request from Telemaque to be to change the compactor. Marshall became enraged. He yelled at Telemaque and hung up on him.
16. A subsequent text message from Telemaque clarified that he was only requesting that water be poured on the box to soften it. (P-4, P-6)
17. Marshall's duties as a building maintenance worker included assisting with trash removal.
18. On November 28, 2023, Marshall refused to act on his supervisor's instruction to unclog the trash chute at Cromwell House.
19. Prior to the 2023 incidents, Marshall was involved in at least three other disciplinary actions.
20. One instance, documented in a November 8, 2019 witness statement prepared by Telemaque, was an incident where Marshall engaged in a heated argument, yelling and cursing, at his supervisor Terrence Williams over the location of building keys.
21. An August 2019 PNDA arising out of Telemaque's verbally accosting a coworker was resolved through a settlement agreement and a last chance agreement that Marshall voluntarily entered with TCNJ on August 14, 2019.
22. Another similar incident involved Marshall yelling at two female coworkers assigned to work with him that he didn't need women to help him.

23. Marshall's duties as a building maintenance worker required him to work on projects with other staff and his supervisors.
24. Marshall was not able to work harmoniously with associates or supervisors as required for his duties as a building maintenance worker.
25. Under the last chance agreement, Marshall agreed that if charges under N.J.A.C. 4A were sustained, he would be terminated from TCNJ employment without an opportunity to appeal.

DISCUSSION AND CONCLUSIONS OF LAW

In appeals concerning major disciplinary actions, the appointing authority bears the burden of proof. N.J.A.C. 4A:2-1.4(a). The burden of proof is by a preponderance of the evidence, Atkinson v. Parsekian, 37 N.J. 143, 149 (1962), and the hearing is de novo, Henry v. Rahway State Prison, 81 N.J. 571, 579 (1980). A civil service employee may be subject to discipline, including removal, for insubordination, conduct unbecoming a public employee or sufficient cause. N.J.A.C. 4A:2-2.3(a)(2), (6), (12).

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).

Here, Marshall refused to follow his supervisor's direct instructions on both July 27, 2023, and November 28, 2023. On July 27, 2023, Marshall refused directions to stop interrupting his supervisor, Telemaque, during a meeting held for full staff, despite being asked to do so several times. Marshall's behavior was disrespectful and disruptive. It

frustrated his coworkers and forced his supervisor to end the meeting without completing its purpose.

Similarly, on November 28, 2023, Marshall refused to comply with his supervisor Telemaque's directive to unclog a trash chute on the floor at a residential building where Marshall had primary responsibility. He also became argumentative and hung up on Telemaque. Even the text communications with Telemaque that followed the request were belligerent and disrespectful. Additionally, 2019 through 2023, there were numerous instances documented of Marshall's inability to work harmoniously with his associates or supervisors, as required as part of his job duties. I **CONCLUDE** that Marshall's behavior on July 27, 2023, and November 28, 2023, constituted insubordination, conduct unbecoming a public employee, and other sufficient cause in violation of N.J.A.C. 4A:2-2.3 (a) 2, (6) and (12).

When imposing penalties, state agencies have long considered progressive-discipline principles, which are based on the notion that "past misconduct can be a factor in the determination of the appropriate penalty for present misconduct." In re Herrmann, 192 N.J. at 29. Progressive discipline is applied to "support the imposition of a more severe penalty for a public employee who engages in habitual misconduct." Id. at 30.

In this case, there exists a history of discipline related to inappropriate behavior and conduct. Appellant has been the subject of at least five disciplinary action memos since 2019. This history culminated into a last chance agreement entered by Marshall in August 2019. The last chance agreement was part of the settlement of another disciplinary action that involved Marshall forcefully berating a co-worker. The last chance agreement is specific that any violation of N.J.A.C. 4A:2.3 would trigger Marshall's termination, which includes insubordination, and the other charges brought against Marshall by TCNJ. Marshall's behavior and actions during the 2023 incidents constitutes conduct that violates the terms of the last chance agreement.

The New Jersey Supreme Court has established that an employee who enters into a last chance agreement is bound by its terms even though termination may be the agreed upon penalty for its violation. Watson v. City of East Orange, 175 N.J. 442 (2003) (despite

some ambiguity, last chance agreement upheld where employee failed to meet his obligations under the agreement). The Supreme Court stated that last chance agreements are construed in favor of appointing authorities because to do otherwise "would discourage their use by making their terms meaningless." Id. at 445 citing Golson-El v. Runyon, 812 F.Supp. 558, 561 (E.D. Pa.) (while the penalty appeared harsh in relation to the infraction given the employee's medical condition, the court should not reinterpret the terms of the last chance agreement that the employee voluntarily entered and instead must abide by its terms and consequences). The last chance agreement in this case requires that if Marshall engages in any conduct violative of N.J.A.C. 4A, he would be terminated. Having concluded that Marshall engaged in conduct that violated N.J.A.C. 4A, I **FURTHER CONCLUDE** that Marshall violated the last chance agreement and must be removed from his position.

ORDER

Given my findings of fact and conclusions of law, I **ORDER** that Dennis Marshall is removed from his position as a building maintenance worker at The College of New Jersey.

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.

May 27, 2025

DATE


GAURI SHIRALI SHAH, ALJ

Date Received at Agency:

Date E-Mailed to Parties:

GSS/nn

APPENDIX

Witnesses

For Appellant:

Dennis Marshall

For Respondent:

Jeremy Telemaque
Christi Cartwright
Landon Jasmin
Nikita Spencer-Scott

Exhibits

For Appellant:

- P-1 Screenshot of text message, dated October 18, 2023
- P-2 Screenshot of text message, dated October 23, 2023
- P-3 Screenshot of text message, dated November 13, 2023
- P-4 Screenshot of text message, dated November 8, 2023
- P-5 Screenshot of text message, dated November 28, 2023 and prior unknown date
- P-6 Screenshot of text message, dated November 28, 2023
- P-7 Work Activity Status Report, dated September 21, 2023
- P-8 Screenshot of text message, dated July 18, 2022

For Respondent:

- R-1 Action Memo, dated July 27, 2023
- R-2 Action Memo, dated November 28, 2023
- R-3 Witness Statement, dated November 8, 2019

- R-4 PNDA, dated February 27, 2024
- R-5 FNDA, dated June 19, 2024
- R-6 Job Specifications
- R-7 TCNJ Statement of Ethics
- R-8 FNDA, dated August 14, 2019
- R-9 Settlement Agreement, dated August 14, 2019
- R-10 Last Chance Agreement, dated August 14, 2019
- R-11 Not in evidence
- R-12 Not in evidence
- R-13 Building Services Sign-In Sheet for July 27, 2023
- R-14 Not in evidence