



STATE OF NEW JERSEY

In the Matter of C.S., Department of
Human Services

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

CSC Docket Nos. 2025-2345 and
2025-2785

Discrimination Appeal

ISSUED: September 24, 2025 (SLK)

C.S., a Vocational Rehabilitation Counselor 2, Deaf Language Specialist with the Commission for the Blind and Visually Impaired (CBVI), Department of Human Services, appeals the determinations of an Assistant Commissioner which found that the appellant was not subjected to violations under the New Jersey State Policy Prohibiting Discrimination in the Workplace (State Policy). These appeals have been consolidated due to common issues presented.

By way of background, C.S. alleged that: (Allegation One) T.M., a Manager 2, Human Resources, discriminated against him based on disability in response to his request for an Americans With Disabilities Act (ADA) accommodation, by not initiating an interactive process, denying his request for accommodations, and expecting a work release to full duty note from his doctor before submitting an ADA request; (Allegation Two) T.M. retaliated against him for filing a complaint under the State Policy by denying his request to be reassigned to the Cherry Hill office; and (Allegation Three) failing to notify payroll and the leave unit that he was returning to work, which caused his health and dental insurance to be terminated resulting him being unable to schedule a medical appointment to get paperwork to fill out a request for an accommodation.

Concerning Allegation One, the investigation revealed C.S. did not request an ADA accommodation prior to returning to work as he was out on Worker's Compensation claim, deemed to have a permanent disability, and initially advised

that he could apply for disability retirement. Further, once C.S. was informed that his Worker's Compensation claim was closed by Risk Management and he was ineligible for disability retirement, C.S. requested to return to work. However, human resources could not allow C.S. to return to active duty without a note stating that he was fit for full duty because he was deemed to have a permanent disability. Additionally, C.S. did not complete an essential functions worksheet because he had not requested a form for an ADA accommodation. Moreover, C.S. admitted that he was on Worker's Compensation at the time he requested to work from home full-time and to be provided with an interpreter while working from home. Further, C.S. stated that he should not be driving although he admitted that driving was an essential function of his job duties. It was noted that C.S. is an itinerant employee who works in the field. Thereafter, when C.S. provided a doctor's note stating that he had no work restrictions, he returned to work, effective November 18, 2024. Therefore, the investigation did not substantiate this allegation.

Regarding Allegation Two, the investigation indicated that T.M. denied that she retaliated against C.S., and she denied that she made the decision not to permit him to be reassigned to the Cherry Hill office. The investigation revealed that T.M. was not the person who approves office moves and there were no available desks for him at the Cherry Hill office. The investigation noted that in C.S.'s prior complaint, he stated that he was told that there were no spaces available in the Cherry Hill office and the CBVI did not know if there would be space available for him after construction was finished. During an interview, C.S. stated that he was not reassigned to the Cherry Hill office due to new hires. The investigation revealed that the Executive Director of the CBVI made the decision to deny C.S.'s reassignment request because the regional manager was reorganizing the office due to noise level and necessary supervision concerns, the Cherry Hill office was at capacity, and there had been several requests from others to be reassigned to the Cherry Hill office that were not granted. Further, the investigation revealed that C.S.'s supervisor and Executive Director approved his request to work in the New Brunswick office, which is closer to his home than the Newark office location that he was hired for. Therefore, the investigation did not substantiate this allegation.

Referencing Allegation Three, the investigation indicated that T.M. denied that she retaliated against C.S. for filing a prior State Policy complaint against her, and she denied that she failed to notify the payroll and leave unit that he was returning to work. T.M. stated that she did not know why C.S.'s benefits were terminated as she does not handle benefits. The investigation revealed that on November 14, 2024, T.M. sent an email to the leave and payroll unit, notifying them that C.S. was returning to work on November 18, 2024. The investigation revealed that C.S. stated that he was going to ask for an ADA accommodation to be provided with an interpreter when he works with clients and to telework on a full-time basis. Further, the investigation provided that C.S.'s supervisor stated that C.S. was accommodated with an interpreter when scheduled to work with clients or during

telework as this is done for all staff in need of an American Sign Language (ASL) interpreter or language interpreter. Additionally, the Executive Director stated that the CBVI could not grant C.S. the accommodation to work remotely on a full-time basis because he is an itinerant employee who works in the field and is responsible for evaluating a client's physical and physiological conditions. Also, C.S. needs to meet the clients where they are so that he can make a full and customized assessment. Therefore, the investigation did not substantiate this allegation.

On appeal, C.S. disagrees with the determination concerning Allegation One because he did ask for work accommodations as clearly stated in his emails. Additionally, C.S. presents that his Worker's Compensation ended on October 7, 2024, and he asked for accommodations on October 31, 2024. He provides that his Worker's Compensation doctor informed him that the State would not accept any work restrictions. He presents that he provided a note that indicated that he should be working remotely and not driving, but T.M. did not accept the supporting documentation, and she did not start the interactive process as required under the ADA and the New Jersey Law Against Discrimination (NJLAD).

In response, the appointing authority notes that under the ADA, an employer is obligated to grant a reasonable accommodation to a disabled employee unless the accommodation places an undue hardship on the employer. However, if the employee cannot perform an essential function of the job, there is no obligation to grant the accommodation request. It presents that C.S. is an itinerant employee who moves to various locations throughout the day. The appointing authority states that an essential function of C.S.'s job is to be able to drive or transport himself to the locations of his clients. It indicates that in C.S.'s position, he meets clients who are blind and/or visually impaired at their homes, or other agreed upon locations, for consultations, signing documents, *etc.* The appointing authority highlights that during one of C.S.'s interviews, he admitted that driving is an essential function of his job. It claims that C.S.'s request to permanently work from home places an undue burden on the CBVI and clients. The appointing authority emphasizes that to serve this clientele, it is imperative that the vocational counselor meet clients in their surroundings.

The appointing authority presents that C.S. submitted a November 8, 2024, doctor's note that indicated that he could not drive for three to six months and then on November 14, 2024, a note that indicated that he could return to work and perform full duties. It explains that based on the first note, C.S. had a temporary disability not covered by the ADA, and the employer is not required to make an accommodation. Additionally, C.S. requested to have an interpreter and video support while working from home. It provides that C.S. is accommodated with an interpreter when working with clients or during telework. The appointing authority presents that C.S. also requested to be reassigned to the Cherry Hill office. It notes that when C.S. first returned to work, he was working in the Newark office. However, the appointing

authority explains that this reassignment request is an undue hardship since the Cherry Hill office is at capacity, and he was offered the opportunity to work in New Brunswick, which he has been doing since at least January 2025. Further, C.S. requested an accommodation for his temporary disability to work from home permanently; however, T.M. explained that he could not make such request as he was not an active employee. The appointing authority provides that during the interactive process, it was determined that his requests would be an undue burden based on the need for him to travel to clients, and the lack of space available in the Cherry Hill office. However, it indicates that C.S. has access to interpreters and was able to be accommodated by allowing him to work in New Brunswick.

In reply, C.S. presents that he is confused how he does not qualify for an ADA accommodation as he is a deaf employee. He asserts that the interactive process is a two-way street, and he claims that he was shut down from the very beginning when he asked for accommodations on October 31, 2024. C.S. claims that human resources forced him to provide a work note with no restrictions to “protect” it or he would have been charged with job abandonment. He presents that he did not request to work from home permanently. C.S. asserts that working from home during the COVID-19 pandemic was not a hardship and believes that the work regressed once employees returned to the office. He states that he was already working in the New Brunswick office before he was injured, waiting for his office to be set up in Cherry Hill and this has nothing to do with his ADA accommodation request. C.S. indicates that when he returned to work in November 2024, human resources forced him to work in the Newark office and then reassigned him permanently to the New Brunswick office because of new hires, which is part of his retaliation complaint. C.S. contends that human resources made everything difficult after he submitted his ADA accommodation paperwork after waiting for his health and dental insurance to be reinstated. He notes that instead of asking him for more information before deciding about his accommodation request, human resources could have just asked his doctor directly as he already signed a release form to allow human resources to contact his doctor. He attaches paperwork to demonstrate that he authorized the appointing authority to contact his doctor, and he requested an accommodation to telework for six months and then reassess and to receive preferred ASL interpreters.

Additionally, C.S. asserts that because he did not receive an ADA accommodation in October 2024, he incurred a new injury due to driving long distances. He provides that his doctor recommended getting an MRI. However, the State insurance did not initially respond but was forced to respond in court when his lawyer submitted paperwork. Therefore, C.S. indicates that the State insurance said no but was told to re-open the Worker’s Compensation case for needed treatment. C.S. indicates that he started physical therapy, and a diagnostic test was scheduled in June. In another submission, he states that he is requesting telework, a preferred list of ASL interpreters, and “sick leave injury” benefits.

In response to C.S.'s request for sick leave injury benefits, the appointing authority states that he did not clearly explain what benefits he is seeking. It indicates that on October 7, 2024, his Worker's Compensation benefits doctor determined that C.S. reached maximum medical improvement and had a permanent disability. Further, the appointing authority provides that C.S. exhausted his Family and Medical Leave Act (FMLA) leave by August 2, 2024. Thereafter, on October 8, 2024, it indicates that C.S. was mistakenly advised that he could apply for disability retirement. Subsequently, it discovered that he did not have the age or service time to receive disability retirement. However, the appointing authority advised that he could receive long term disability, return to his current job, or find another job. To return to his current position, it explains that C.S. needed to provide a note from his doctor clearing him for full duty since he had a permanent disability. Further, the appointing authority presents that C.S. chose to return to work, and on November 8, 2024, he submitted a doctor's note stating that he could return to work but could not drive for three to six months. In response, T.M. indicated that C.S.'s note was not acceptable since a note releasing him back to full duty was required. Six days later, on November 14, 2024, C.S. presented a note from the same doctor stating that he could return to work with no restrictions. The appointing authority submits emails to demonstrate that he exhausted his FMLA by August 2, 2024, was no longer eligible for Worker's Compensation after October 7, 2024, did not apply for other leave, and was offered, but chose not to apply for, long term disability.

In further reply, C.S. reiterates that he was forced to provide a note that said that he could return to work without restrictions, or he would face charges for job abandonment, which is why there were two notes. He asserts that he is entitled to ADA accommodations as they are not unreasonable and there is no hardship. C.S. explains that he has been working with ASL interpreters for trainings, meetings, supervisions, and appointments with clients since he was hired in July 2019. He emphasizes that during the pandemic, he worked from home full-time with no issues. C.S. argues that there was no interactive process when he requested accommodation on October 31, 2024.

Concerning his retaliation complaint, he asserts that working in the Cherry Hill office is not an entitlement if his former supervisor asked him if he wanted to work there and he said yes. He emphasizes that he did not ask to be reassigned there and an Assistant Director was aware of the change. C.S. states that he was not advised that approval was needed from human resources or the Executive Director. He explains that his caseload in Newark was reassigned to another counselor, and he took over a caseload in the Cherry Hill office. He indicates that he has been working with clients in South Jersey for over one year while waiting for his office to be set up. Therefore, he was allowed to report to the New Brunswick office temporarily until the office in Cherry Hill was ready. Then, the office space in Cherry Hill was assigned to new hires.

C.S. states that his supervisor and office manager advised him that there is no policy concerning officer reassignments. He indicates that he expressed to them that T.M. was creating a hostile working environment by forcing him to report to the Newark office when he returned in November 2024 and denying him the opportunity to be reassigned to the Cherry Hill office when he already has a South Jersey focused caseload. C.S. claims that it was extremely unfair and unreasonable for him to drive to the Newark office and schedule appointments in South Jersey. He states that the Executive Director did not respond to the email chain, so he does not know if T.M. is telling the truth about her final decision.

C.S. presents that T.M. stated that she would forward a note to the payroll and leave unit concerning his return date and yet his health and insurance was terminated, resulting him being unable to schedule an appointment to get ADA accommodation paperwork filled out by a doctor. C.S. notes that if he had waited a few more weeks, he would have had to wait until the next open enrollment in October 2025. Fortunately, he indicates that he was able to get his insurance reinstated, and he was able to schedule an appointment with a doctor to get ADA paperwork filled out a few months later. He is requesting to report to the Cherry Hill office to allow him to work with his South Jersey clients.

Replying to the retaliation allegation, the appointing authority asserts that C.S. has not suffered any adverse consequences, and there is no causal connection between him filing a complaint and potential adverse consequences. It presents that C.S.'s alleged adverse consequences were the denial of his reassignment request to the Cherry Hill office and the termination of his medical insurance allegedly caused by T.M. failing to notify the leave and payroll units, resulting in him unable to make medical appointments to support ADA accommodations.

Concerning the reassignment request to Cherry Hill, the appointing authority states that the CBVI had legitimate business reasons to deny the reassignment. It notes that C.S.'s emails indicate that he was already working in New Brunswick before he began his Worker's Compensation leave and not the Newark office for which he was originally hired. When C.S. decided to return to work, the appointing authority presents that T.M. explained that his reassignment to the New Brunswick office was not official as there was no paperwork authorizing the reassignment. On appeal, C.S. states that it was his supervisor who approached him regarding the reassignment to Cherry Hill. The investigation revealed that two supervisors stated that the reassignment request was denied by the Executive Director, and not T.M., for legitimate business reasons, namely that there was no available desk for him at that location. The appointing authority provides that reassignments are generally made by leadership and not human resources as they know best whether the reassignment meets operational needs. It states that the Executive Director denied the request due a lack of space and a reorganization of the office due to the noise level. However, the CBVI was able to accommodate C.S. by allowing him to work out of the

New Brunswick office which was closer to his home and there was space. The appointing authority asserts that C.S. has not suffered any adverse consequences as he was in the same position as previously.

Referencing the benefits issues, the appointing authority attaches a November 14, 2025, email from T.M. which clearly indicates that she informed both the payroll and leave units that C.S. was returning to work on a full-time basis on November 18, 2024. It highlights that C.S. was able to timely reinstate his benefits and see his doctor regarding his ADA accommodations. Therefore, the investigation did not substantiate that T.M. retaliated against C.S.

CONCLUSION

N.J.A.C. 4A:4-7.2 provides that a reassignment is the in-title movement of an employee to a new job function, shift, location or supervisor within the organizational unit. Reassignments shall be made at the discretion of the head of the organizational unit.

N.J.A.C. 4A:7-3.1(a) provides, in pertinent part, the State is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon disability will not be tolerated.

N.J.A.C. 4A:7-3.1(h) provides, in pertinent part, that retaliation against any employee who alleges that she or he was the victim of discrimination/harassment is prohibited. No employee bringing a complaint under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

N.J.A.C. 4A:7-3.2(n)1 provides that the burden of proof shall be on the appellant.

Under the ADA, the term “reasonable accommodation” means: (1) modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; (2) modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or (3) modifications or adjustments that enable a covered entity’s employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities. A reasonable accommodation may include, but is not limited to: (1) making existing facilities used by employees readily accessible to and usable by individuals with

disabilities; and (2) job restructuring: part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training, materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities. *See* 29 *C.F.R.* § 1630.2(o) (1999).

Further, the ADA requires that, where an individual's functional limitation impedes job performance, an employer must take steps to reasonably accommodate, and thus help overcome the particular impediment, unless to do so would impose undue hardship on the employer. *See* 29 *C.F.R.* § 1630.2(p). Such accommodations usually take the form of adjustments to the way a job customarily is performed, or to the work environment itself. This process of identifying whether, and to what extent, a reasonable accommodation is required should be flexible and involve both the employer and the individual with the disability. No specific form of accommodation is guaranteed for all individuals with a particular disability. Rather, an accommodation must be tailored to match the needs of the disabled individual with the needs of the job's essential function. The ADA does not provide the "correct" answer for each employment decision concerning an individual with a disability. Instead, the ADA simply establishes parameters to guide employers in how to consider, and to take into account, the disabling condition involved. *See* 29 *C.F.R.* § 1630.2(o) and 29 *C.F.R.* § 1630.9.

It is noted that in providing an accommodation, an employer does not have to eliminate an essential function or fundamental duty of the position. This is because a person with a disability who is unable to perform the essential functions, with or without a reasonable accommodation, is not a "qualified" individual with a disability within the meaning of the ADA. *See* 29 *C.F.R.* 1630.2. *See also Ensslin v. Township of North Bergen*, 275 *N.J. Super.* 352, 361 (App. Div. 1994), *cert. denied*, 142 *N.J.* 446 (1995) (No reasonable accommodation of Police Sergeant's disability would permit him to perform essential functions of job, and thus the township did not violate the New Jersey Law Against Discrimination by terminating the Sergeant after he was rendered paraplegic in skiing accident); *Albertson's Inc. v. Kirkingburg*, 527 U.S. 555 (1999) (Truck driver with monocular vision who failed to meet the Department of Transportation's visual acuity standards was not a "qualified" individual with a disability under the ADA).

In this matter, C.S. presents that due to his disability, when his doctor determined that he should not drive long distances for three to six months, he requested that he be able to work from home for six months and then reassess the situation. Further, C.S. claims that this request did not place an undue burden on the appointing authority as he was able to successfully work from home during the COVID-19 pandemic. Moreover, he alleges that T.M. did not engage in the required "interactive process" under the ADA and, instead, she indicated that he needed to

return to work on a full-time basis, find another position, or apply for long-term disability.

However, it is noted that there is no formulaic definition as to what an “interactive process” under the ADA is, and employer is not required to agree to an ADA accommodation request that would remove a duty that is an “essential function” of the position which would create an “undue burden” on the employer.

In this matter, the investigation revealed that C.S. is an itinerant employee who travels to various locations in the field. Specifically, as a Vocational Rehabilitation Counselor 2, Deaf Language Specialist, C.S. meets clients who are blind and/or visually impaired at their homes or other agreed upon locations for consultations, signing documents, *etc.* Further, he is responsible for evaluating a client’s physical and physiological conditions. As such, the record indicates that C.S.’s ability to drive or transport himself to the locations of his clients is an essential function of his position, which cannot be reasonably accommodated without creating an undue burden. Regarding C.S.’s statement that he was able to successfully perform his duties while working from home during the pandemic, while C.S. may have been able to make the best of a difficult situation, working remotely is not a substitute for in-person meetings when it involves consultations to assess a client’s needs in their environment, evaluating someone’s physical condition, and/or assisting with a physical act, such a signing documents, especially when working with a blind and/or visually impaired population.

Concerning C.S.’s request to work in the Cherry Hill office, the record indicates that when C.S. was first appointed as a Vocational Rehabilitation Counselor 2, Deaf Language Specialist, he was hired to work at the appointing authority’s Newark location. At some later date, C.S. was reassigned a South Jersey caseload. Based on his appeal submissions, the appellant currently lives in South Jersey and the record is silent as to whether C.S. lived there when he was hired or moved to South Jersey and then was reassigned South Jersey clients, or if he was reassigned South Jersey clients and then moved to South Jersey. Regardless, C.S. claims that his supervisor at that time asked him if he would like to be reassigned to the Cherry Hill office, which he agreed. Additionally, as there was no room in the Cherry Hill office at that time, C.S. started working out of the New Brunswick office with the intention that he would move to the Cherry Hill office when space was available. Subsequently, C.S. was on Worker’s Compensation leave. Upon his return, C.S. requested to be reassigned to the Cherry Hill office. However, the investigation revealed that human resources did not have any record that C.S. had been “reassigned” to the New Brunswick location as its records indicated that he still worked out of the Newark office. Moreover, the Executive Director, whose has the discretion to determine reassignments as the head of the organization and not T.M., who is in human resources, denied C.S.’s request because it would have been an undue burden since there was no room based on pending new hires and the office noise level. However,

as part of the interactive process, T.M. offered, with the approval of the Executive Director, as a reasonable accommodation to allow C.S. to remain in the New Brunswick office. As such, under these circumstances, C.S. was not subject to disability discrimination regarding his office location.

Referring to C.S. comments that T.M. required him to provide a doctor's note authorizing him to work without restrictions, the record indicates that C.S.'s Worker's Compensation doctor indicated that he reached maximum improvement regarding his disability. Thereafter, when C.S. planned to return to work, his doctor's note indicated that C.S. could not drive for three to six months. As indicated above, driving is an essential function of C.S.'s position which could not be accommodated. Therefore, T.M. did not subject C.S. to disability discrimination by requiring C.S. to provide a doctor's note authorizing him to work without driving restrictions regardless of whether the appointing authority could have asked C.S.'s doctor directly based on his authorization or by asking C.S. to provide it.

Regarding C.S.'s allegation that T.M. retaliated against him by denying his request to work in the Cherry Hill office, as previously stated, this was the Executive Director's decision and not T.M.'s decision. Further, for the reasons stated above, this request could not be accommodated as it would have been an undue burden on the CBVI. Moreover, while C.S. contends that T.M. retaliated against him by not notifying the payroll and leave units that he was returning, which caused him to lose his health and dental insurance and unable to make a doctor's appointment, email records indicate that T.M. did notify those units that C.S. was returning. The record also indicates that C.S.'s insurances were timely reinstated, and he was able to schedule the doctor's visit.

Finally, on appeal, C.S. presents that because he is forced to drive long distances, he suffered a new injury, and he wants "sick leave benefits".¹ It is unclear as to what benefits he seeks that he is entitled to and has not already received. Regardless, if applicable, C.S. can make requests for new benefits through the appointing authority's regular process, and any such new claims which were not investigated as part of the subject appeals will not be further addressed in this matter.

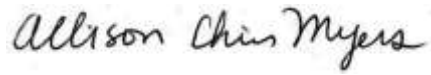
ORDER

Therefore, it is ordered that these appeals be denied.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

¹ Sick Leave Injury (SLI) benefits are no longer available to career service State employees, as the rules providing for such benefits, *N.J.A.C.* 4A:6-1.6 and *N.J.A.C.* 4A:6-1.7, were repealed, effective December 19, 2016.

DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
THE 24TH DAY OF SEPTEMBER, 2025



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