

OAL DKT. NO. CSV \_\_\_\_\_

AGENCY DKT. NO. 20\_\_

**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

\_\_\_\_\_

**AND**

\_\_\_\_\_

The parties in this appeal have voluntarily resolved all disputed matters and enter into the following settlement, which fully disposes of all issues in controversy between them.

A. The **Final** Notice of Disciplinary Action dated \_\_\_\_\_ contained the following charges and proposed discipline:

<u>Charge</u>	<u>Discipline</u>	<u>Dates Effective</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

B. The Appellant \_\_\_\_\_ withdraws his/her appeal and request for a hearing, and the Respondent Department of \_\_\_\_\_ agrees that the following result will occur with regard to each charge:

<u>Charge</u>	<u>Disposition</u>	<u>New Penalty</u>
1. _____		
2. _____		

3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

C. The parties have agreed to the following:

**For Suspensions, Complete the Following:**

1. To date, Appellant has been suspended for a total of \_\_\_\_\_ days based upon the above charges.
2. The total number of days of back pay, if any, to be paid by the Appointing Authority to the Appellant is as follows: \_\_\_\_\_.
3. Any other days from the time of last suspension day until return to work shall be treated as follows: \_\_\_\_\_.

**For Removals, Complete the Following:**

1. To date, Appellant has served a total of \_\_\_\_\_ days without pay based upon the above charges.
2. The total number of days of back pay, if any, to be paid by the Appointing Authority to the Appellant is as follows: \_\_\_\_\_.
3. Any other days from the time of last suspension day until return to work shall be treated as follows: \_\_\_\_\_.
4. (Strike if not applicable) The Appellant agrees to a  
\_\_\_\_\_ resignation in good standing  
\_\_\_\_\_ general resignation  
which shall be effective \_\_\_\_\_ [date]. Any days from the effective date of removal to the effective date of resignation shall be treated as follows:

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The parties acknowledge that under *N.J.A.C.* 17:1-2.18(b) and (c), no pension or seniority time may be credited for periods for which the employee is not paid by the employer.

D. \_\_\_\_\_ (Respondent) shall amend Appellant's personnel records to conform to the terms of the settlement. All internal records of the Department of \_\_\_\_\_ will be kept intact. Nothing herein shall preclude the Department from releasing information on this matter to anyone who has a release executed by Appellant or as consistent with the law. Any information regarding the underlying charges will be provided to the Public Employees' Retirement System pursuant to *N.J.S.A.* 43:1-3.3 as amended effective April 14, 2007.

E. Appellant waives all other claims against Respondent Department with regard to this matter, including any award of back pay, counsel fees or other monetary relief, except as may otherwise be provided herein.

F. Except for the assessment of \_\_\_\_\_'s (Appellant's) disciplinary record in any subsequent personnel disciplinary hearing, nothing in this agreement shall be deemed to be an admission of liability on behalf of either party. This agreement shall not constitute a precedent in matters involving other employees.

G. Appellant waives all claims, suits or actions, whether known, unknown, vested or contingent, civil, criminal or administrative, in law or equity against the State of New Jersey, the New Jersey Department of \_\_\_\_\_, their employees, agents, or assigns, including but not limited to those which have been or could have been made or prosecuted on account of any conduct of any party occurring at any time with respect to the events, information or disputes giving rise to this action up to the date of this agreement, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with

Disabilities Act, the Family Leave Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, Title 11A—the Civil Service Act, the Older Workers Benefit Protection Act, the Occupational Safety and Health Act, the Public Employees’ Occupational Safety and Health Act, the New Jersey Smoking Act, New Jersey wages and hours law, public works statutes, unemployment compensation laws, disability benefits laws, the United States Constitution, the New Jersey Constitution, any workers’ compensation or common law claims and any contract express or implied. This waiver includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Settlement Agreement and bars the use in any way of any past action or practice in any subsequent claims, except pending workers’ compensation claims.

H. The parties agree that if any portion of this Settlement Agreement is deemed unenforceable, the remainder of this Settlement Agreement shall be fully enforceable.

I. This agreement will become effective only if approved by the **CIVIL SERVICE COMMISSION**. Any disapproval by the **CIVIL SERVICE COMMISSION** shall not interfere with the rights of either party to pursue the matter further.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Appellant

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Respondent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ON BEHALF OF

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ON BEHALF OF

**CERTIFICATION**

I, \_\_\_\_\_, being the moving party in this matter, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge my understanding and verify my acceptance of the terms of this Settlement Agreement. I acknowledge that my representative questioned my understanding, verified my acceptance of the terms of this Settlement Agreement, and answered all my questions regarding this settlement to my satisfaction. I am satisfied with my representation and I enter into this Settlement Agreement voluntarily.

I also understand that if this Settlement Agreement is approved by the **CIVIL SERVICE COMMISSION**, my claim against the Respondent will terminate.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME