

Law Offices
CHANCE & McCANN

Limited Liability Company
Email: chancemccann@chancemccann.com
www.chancemccann.com

201 WEST COMMERCE STREET
P.O. BOX 278
BRIDGETON, NEW JERSEY 08302
(856) 451-9100
Fax: (856) 455-5227

84 EAST GRANT STREET, SUITE 2
P.O. BOX 10
WOODSTOWN, NEW JERSEY 08098
(856) 769-9001
Fax: (856) 769-9007

KEVIN P. McCANN

CERTIFIED BY THE SUPREME COURT OF NEW
JERSEY AS A CIVIL TRIAL ATTORNEY
CERTIFIED BY THE NATIONAL BOARD OF TRIAL
ADVOCACY AS A CIVIL TRIAL ADVOCATE
MEMBER OF THE UNITED STATES DISTRICT
COURT OF THE SOUTHERN DISTRICT OF TEXAS
LLM, TAXATION
R 149 QUALIFIED MEDIATOR

SHANNA McCANN *
DEANA L. WALSH
BETH WHITE
MATTHEW WENG

* ALSO A MEMBER OF THE PA BAR

Reply to Bridgeton

November 14, 2013

Via Overnight mail

Civil Service Commission
Attention: Hearings Unit-Unit H
P.O. Box 312
Trenton, NJ 08625-0313

RE: In Re Sgt. Steven Corey/Bridgeton Police Department -- Fitness for Duty Evaluation

Dear Sir/Madam:

This office represents Sgt. Steven Corey regarding the above matter. Enclosed please find a copy of Sgt. Corey's Preliminary Notice of Discipline Action, Final Notice of Disciplinary Action, the Hearing Officer's decision and the Major Disciplinary Appeal Form. Please accept this letter and enclosures as our appeal.

My firm's check for \$20 to cover the cost of the appeal is enclosed.

Thank you for your attention to this matter.

Sincerely,

CHANCE & McCANN

KEVIN P. McCANN

KPM/fb

Enclosures

cc: Sgt. Steven Corey
Kathleen M. Bonczyk, Esquire
Fred Coldren, Hearing Officer

File-1942



STATE OF NEW JERSEY

In the Matter of Steven R. Corey :
City of Bridgeton :
Police Department :
:
:
CSC DKT. NOS. 2014-1311, 2014- :
1313, 2014-1313 :
OAL DKT. NOS. CSR 16879-13, CSV :
16939-13, CSV 00974-14 :
Consolidated :
:
:

FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION

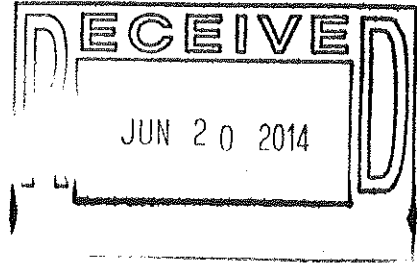
ISSUED: June 18, 2014 PM

The Civil Service Commission, at its meeting of June 18, 2014, acknowledged the attached settlement in the above matter.

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
JUNE 18, 2014

Robert M. Czech
Chairperson
Civil Service Commission



Inquiries
and
Correspondence

Henry Maurer
Director
Division of Appeals
and Regulatory Affairs
Civil Service Commission
Unit H
P. O. Box 312
Trenton, New Jersey 08625-0312

attachment



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. CSR 16879-13
AGENCY DKT. NO. N/A 2014-1311
OAL DKT. NO. CSV 16939-13
AGENCY DKT. NO. 2014-1313
CONSOLIDATED
OAL DKT. NO. CSV 00974-14
AGENCY DKT. NO. CSC 2014-1782
(CONSOLIDATED)

**IN THE MATTER OF STEVEN R. COREY,
CITY OF BRIDGETON.**

Kevin P. McCann, Esq., for Steven R. Corey, appellant (Chance and McCann, attorneys)

Kathleen Bonczyk, Esq., for City of Bridgeton, respondent

Record Closed: April 30, 2014

Decided: May 15, 2014

BEFORE DAMON G. TYNER, ALJ:

This matter was transmitted to the Office of Administrative Law on November 22, 2013, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

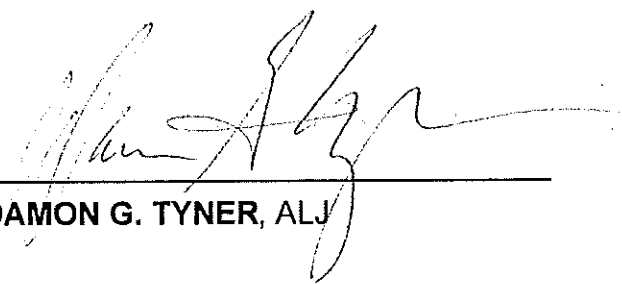
The parties have agreed to a settlement and have prepared a Settlement Agreement indicating the terms thereof, which is attached and fully incorporated herein.

I have reviewed the record and the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in this consolidated case in controversy and is consistent with the law. I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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.

May 15, 2014
DATE



DAMON G. TYNER, ALJ

Date Received at Agency: _____

Date Mailed to Parties: May 21, 2014

/jb/lam

SETTLEMENT AGREEMENT

IN THE MATTER OF

Steven R. Corey

AND

City of Bridgeton

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 10/29/2013, 10/29/2013 contained the following charges and proposed discipline: 10/4/2013

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

B. The Appellant Steven R. Corey withdraws his appeal and request for a hearing, and the Respondent appointing authority City of Bridgeton, Dale Goodreau agrees that the following result will occur with regard to each charge: Bridgeton P.D.

<u>Charge</u>	<u>Disposition</u>	<u>New Penalty</u>
1.		
2. <u>see attached</u>		
3.		
4.		
5.		

C. The parties have agreed to the following:

see attached

For Suspensions, Complete the Following:

see attached

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

see attached

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 reinstatement 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:

see attached

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

D. see attached

_____ (Respondent) shall amend Appellant's personnel records to conform to the terms of the settlement. All internal

records of the Appointing Authority _____ will be kept intact. Nothing herein shall preclude the Appointing Authority 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. *see attached*
Appellant waives all other claims against Respondent Appointing Authority 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. *see attached*
Except for the assessment of *see attached*'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.

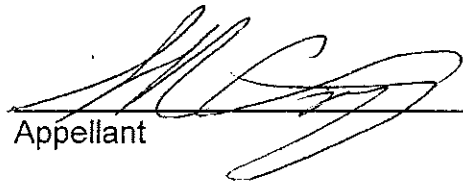
G. Appellant waives all claims, *pending or which could be pending* suits or actions, whether known, unknown, vested or contingent, civil, criminal or administrative, in law or equity against the Appointing Authority, *Dale Goodreau, City of Bridgeton*, their employees, agents, or assigns, including but not limited to those *Bridgeton P.D.* 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 Benefits Protection Act, the Occupational Safety and Health Act, the Public Employee 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.

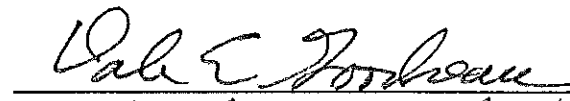
H. The parties agree that if any portion of this Settlement Agreement is deemed unenforceable, the remainder of this Settlement Agreement shall be fully enforceable.

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.


4-30-14
DATE


Appellant

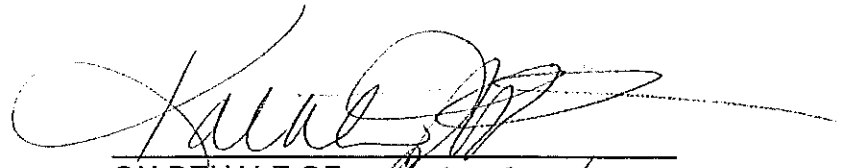
4/30/14
DATE


Respondent *BUSINESS Administration*

4/30/14
DATE


ON BEHALF OF

4/30/14
DATE


ON BEHALF OF *Respondent*

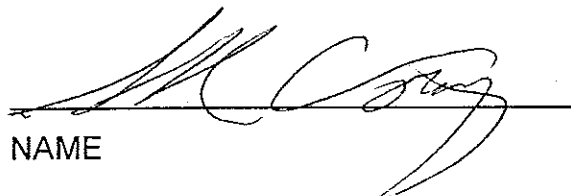
CERTIFICATION

I, Steven R. Corey, 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.

4-30-14
DATE


NAME

TERMS & CONDITIONS

- 1) SGT COREY'S TERMINATION ^{OF 10/24/13} WILL BE RESUMED UPON ORDER OF THE COURT.
- 2) SGT COREY WILL ~~RESIGN~~ ^{RETIRE} FROM THE COB ~~AT~~ UPON REACHING 25 YEARS OF SERVICE.
- 3) SGT COREY WILL REQUEST RETIREMENT FROM THE STATE OF NEW JERSEY.
- 4) SGT COREY WILL NOT WORK IN LAW ENFORCEMENT IN ~~CAMBERLAND COUNTY~~ EXCEPT FOR SECURITY MONITOR ^{FOR} CITY OF BRIDGETON WITH BOE.
- 5) SGT COREY WILL ^{NOT} APPLY FOR A FIRE ARMS ID CARD FROM THE CITY OF BRIDGETON.
- 6) SGT COREY WILL RECEIVE CREDIT FOR SERVICE AS FOLLOWS:
 - 1/3/1989
 - 1/25/2013
 - 6/28/2013
 - 10/28/2013
 - 10/29/2013
 - 7/1/2014 * ~~OR~~ ^{AS} APPLICABLE


~~AA/insert~~

- 7) SGT COREY WILL RECEIVE BACK PAY FROM 10/29/13 TO 4/30/14. HE WAVES ANY ACCUMULATED VACATION AND PERSONAL TIME.
- 8) SGT COREY WILL BE RESTORED TO HEALTH/PAY BENEFITS EFFECTIVE 5/1/2014.
- 9) SGT COREY'S 30 DAY SUSPENSION FOR CONDUCT UNBECOMING SHALL BE REDUCED TO AN ADMINISTRATIVE VIOLATION OF THE BPO P&R IV.A.6.b - USE OF DISRESPECTFUL OR ABUSIVE LANGUAGE, PENALTY IS THE WAIVER OF ACCUMULATED VACATION AND PERSONAL TIME FOR 2013.
- 10) SGT COREY RELEASES ^{ANY AND} ALL CLAIMS PENDING OR WHICH COULD BE PENDING AGAINST THE CITY OF BRIDGETON AND OR ANY AGENTS, EMPLOYEES OR ENTITIES ARISING OUT OF HIS EMPLOYMENT.
- 11) SGT COREY SHALL BE PLACED ON ADMINISTRATIVE LEAVE UNTIL DATE OF RETIREMENT OF July 1 2014 OR EARLIER/^{LATER} AS APPROVED BY THE PENSION BOARD. THERE WILL BE NO ACCUMULATION OF VACATION OR PERSONAL TIME.
- 12) SGT COREY WAVES ALL MONETARY RETIREMENT BENEFITS FROM THE CITY OF BRIDGETON
- 13) SGT COREY IS RESPONSIBLE FOR HIS

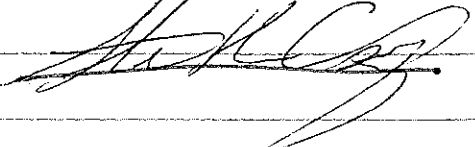
PENSION CONTRIBUTION FOR ANY AND ALL
BACK PAY

- 14) ALL BACK PAYMENTS ~~AND~~ ARE SUBJECT TO MODIFICATION TO THE FIRST DATE SGT COREY IS ELIGIBLE FOR RETIREMENT.
- 15) SGT COREY WILL RETAIN HIS BADGE UNTIL RETIREMENT DATE. BADGE WILL BE GIVEN TO THE BUSINESS ADMINISTRATOR OR HIS DESIGNEE. THE CITY WILL PROVIDE A RETIREMENT CARD.
- 16) NEITHER PARTY WILL RELEASE INFORMATION TO THE MEDIA.
- 17) THERE WILL BE AN ANTI-DISPARAGEMENT AGREEMENT BETWEEN EACH SIDE.
- 18) ALL PARTIES ARE RESPONSIBLE FOR THEIR OWN FEES AND COSTS.
- 19) SGT COREY WILL SUPPLY THE COURT ORDERED DIRECT PAY OF ALIMONY AND CHILD SUPPORT TO THE CITY OF BRIDGETON.

FOR CITY OF BRIDGETON


Business Administrator

STEVEN R. COREY



CITY OF BRIDGETON

RESOLUTION AUTHORIZING CONFIDENTIAL SETTLEMENT OF LITIGATION

WHEREAS, the City of Bridgeton is party to certain personnel litigation as a defendant in Corey v. City of Bridgeton; and

WHEREAS, the parties have voluntarily resolved all disputed matters and entered into an agreement, which fully disposes of all issues in controversy between the parties; and

WHEREAS, the personnel litigation counsel representing the City of Bridgeton has recommended that a settlement be offered pursuant to certain terms and conditions; and

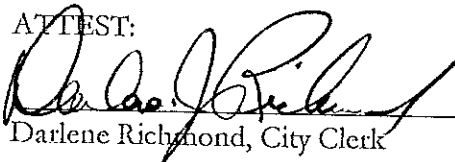
WHEREAS, the City of Bridgeton is desirous of entering into such a settlement agreement;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bridgeton that the Business Administrator is hereby authorized to execute any necessary settlement documents in connection with this litigation in accordance with the terms and conditions discussed.

BE IT FURTHER RESOLVED that upon final approval by all parties and the Court, the settlement terms may not be disclosed.

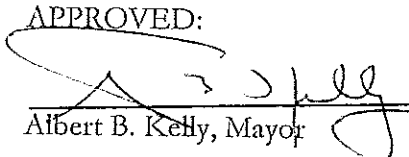
ADOPTED at a regular meeting of the City Council of the City of Bridgeton held on the 6 day of May, 2014, at 6:30 P.M.

ATTEST:


Darlene Richmond, City Clerk


Gladys Lugardo-Hemple, Council President

APPROVED:


Albert B. Kelly, Mayor