

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Philip E. Murray,

Appellant,

v.

Case No. 2013-REC-01-0008

Department of Natural Resources, and
Department of Administrative Services,

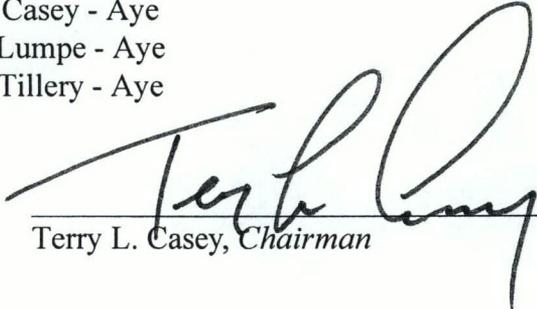
Appellees.

ORDER

This matter came on for consideration on the filing of a Settlement Agreement, attached hereto and incorporated herein by reference. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement is **ADOPTED** and the appeal is **DISMISSED**.



Casey - Aye
Lumpe - Aye
Tillery - Aye


Terry L. Casey, *Chairman*

CERTIFICATION

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that the foregoing is (~~the original~~/a true copy of the original) order or resolution of the State Personnel Board of Review as entered upon the Board's Journal, a copy of which has been forwarded to the parties this date, November 07, 2013.


Clerk

NOTE: Please see the reverse side of this Order or the attachment to this Order for information regarding your appeal rights.

ENTERED
11-7-13C



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Philip Murray ("Murray") and the Ohio Department of Natural Resources ("ODNR").

Whereas, Murray filed Case No. 3013-REC-01-0008 before the State Personnel Board of Review ("SPBR" or "Board"); and

Whereas, the parties desire to resolve any and all disputes relating to Murray's employment with ODNR, including, but not limited to, those claims embodied in the above mentioned appeal filed with the Board.

NOW, THEREFORE, the parties agree as follows:

- 1. Parties.** This Agreement is entered into on behalf of, and shall extend to Murray, his immediate family, heirs, assigns, personal representative, executors, agents and administrators (herein collectively referred to as "Murray"); and to ODNR, its successors, assign, officers, directors, employees, and agents, both past and present (herein collectively referred to as "ODNR").
- 2. Intent.** Except as specifically set forth in this settlement agreement, Murray and ODNR wish to bring to a complete, final and irreversible end to any and all claims and/or disputes which arose or which could arise from Case No. 2013-REC-01-0008 and to reach a full and final settlement of all matters and claims, of any nature, as of the date this Agreement is executed.
- 3. Consideration.** In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

A. As for Philip Murray's Consideration:

1. Murray agrees to withdraw all actions filed by him against ODNR, including Case No. 2013-REC-01-0008, upon execution of this agreement by executing a Notice of Withdrawal of Appeal. Murray shall cause such Notice of Withdrawal of Appeal to be filed with SPBR within seven (7) days of receipt of the signed agreement.
2. Murray agrees to execute a complete release and waiver of any and all legal claims or causes of action that he may have against ODNR up to and including the date on which the Agreement is fully executed.
3. Murray agrees to a voluntarily reassignment from the position of Purchasing Supervisor to the position of Administrative Officer 1. A copy of the position description for the Administrative Officer 1 is attached to this Settlement Agreement is incorporated herein by reference. Murray acknowledges he has been afforded the opportunity to review the position description and had agreed to perform the duties set forth therein. Murray shall be placed in pay range 12, step 6, and shall earn a base rate of 30.13 per hour with longevity rate of \$1.61 per hour for a total of \$31.74 per hour.

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ENTERED
9/5/13

B. As for ODNR's Consideration:

1. ODNR agrees to reassign Murray from the position of Purchasing Supervisor to the position of Administrative Officer 1 within 2 pay periods of the executive of this Agreement.
2. ODNR shall place Murray in pay range 12, step 6, and shall earn the base rate of \$30.13 per hour with a longevity rate of \$1.61 per hour for a total of \$31.74 per hour.

4. Release of All Claims and Dismissal of All Charges and Legal Actions in relation to Case No. 2013-REC-01-0008. Murray does hereby fully, finally, and forever release and waive any and all claims and rights which he may have against ODNR, its officers, directors, employees, and representatives, both in their individual or official capacity, and do hereby specifically quitclaim, release, and forever hold harmless from and against any and all claims, liability, causes of action, compensation, benefits, damages, attorney fees, costs or expenses, of whatever nature or kind which have arisen or which could have arisen from Murray's employment with ODNR or his claims in Case No. 2013-REC-01-0008 at any time up to and including the date of execution of this Agreement.

5. Non Admission. The terms set out in the Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by ODNR. Neither the terms nor the Agreement shall be deemed or construed as an admission by ODNR of any wrongful acts whatsoever by or against Murray or any other person, nor does any arrangement(s) made with Murray constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by ODNR. Likewise, Murray makes no admission concerning the merits of his appeal by accepting the terms of this Agreement.

6. General Terms. The Parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated above; that no other promise or agreement of any kind has been made to or with any of them by any persons or entity to cause any to execute this Agreement, and that no other compensation, benefits, or prerequisites other than those specified in the foregoing Agreement shall be involved or claimed; that this Agreement shall not be interpreted to render Murray a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise; and that each fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Murray further acknowledges that that he has had the opportunity to consult counsel, if so desires, concerning and before executing this Agreement and that the execution of the Agreement is by knowing and voluntary act.

7. Construction and Severability. This agreement shall be construed according to its fair meaning and not strictly for or against any of the Parties. Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remain part, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not part of the Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understanding between the Parties or their representatives.

The undersigned Parties state that they have carefully read the foregoing and understand the contents thereof, and that they execute the same as their own free and voluntary act.

Appellant:

Philip E Murray 4 Sept. 2013
Philip Murray Date

For the Employer:

Steve Bates 9/4/2013
Steve Bates Date

POSITION DESCRIPTION		AGENCY/DEPT ID DNR100200
DIVISION OR INSTITUTION Budget & Finance		UNIT OR OFFICE COUNTY OF EMPLOYMENT FRANKLIN

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POSITION NUMBER 20075591 JOB TITLE Administrative Officer 1 JOB CODE 63131	<input checked="" type="checkbox"/> Reclassification <input type="checkbox"/> New Position <input type="checkbox"/> Update			Position Hyperlinked to <input type="checkbox"/> Agency Organizational Tree	
	USUAL WORKING TITLE OF POSITION Purchasing & Asset Management Unit Mgr			POSITION NO. AND JOB TITLE OF IMMEDIATE SUPERVISOR 20073013 Fiscal Officer 2	
	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Intermittent	<input checked="" type="checkbox"/> Classified <input type="checkbox"/> Unclassified	Overtime: <input type="checkbox"/> Eligible <input checked="" type="checkbox"/> Exempt If FLSA Exempt, exemption type: Administrative	<input checked="" type="checkbox"/> Filled <input type="checkbox"/> Vacant	Bargaining Unit 22 Page 1 of 1
	NORMAL WORKING HOURS (Explain unusual or rotating shift): FROM: _____ TO: _____				
	JOB DESCRIPTION				
	%	Job Duties in Order of Importance	Knowledge, Skills & Abilities		
	40	Plans, directs & coordinates all functions of ODNR's Office of Budget & Finance's (OBF) Purchasing & Asset Management Unit; manager of Procurement & Inventory Programs with the purpose to reach optimum productivity, efficiency, & quality of agency procurement & inventory reporting; recommends & implements policies & procedures for statewide program for all divisions & offices; supervises assigned staff; & analyzes data, attends meetings & reports on program activity of the procurement & inventory programs. Provides training to division/office fiscal staff in the use of OAKS (Ohio Administrative Knowledge System) purchasing module & OAKS purchasing reports.	Knowledge of 1) budgeting, 3) inventory control, 5) management principles & techniques, 9a) supervision, 11 A) public relations, 13b) agency policies & procedures (e.g., ODNR, DAS, OBM purchasing & inventory policies & procedures)*, 14 government structure & process (e.g., ORC, OAC)*; Skilled in 25b) word processing (Microsoft Office Suite); Ability to 30k) define problems, collect data, establish facts & draw valid conclusion, 31e) calculate fractions, decimals & percentages, 32r) prepare meaningful, concise & accurate reports, t) use proper research methods in gathering data, 33e) gather collate & classify information about data, people or things		
	30	Analyzes, evaluates & develops programmatic policies & procedures (e.g., purchasing, inventory/asset control); monitors & assures department spending levels to ensure state-mandated thresholds are observed; oversees the dissemination & maintenance of state term contracts; provides technical assistance, training & guidance to departmental staff & vendors concerning purchasing, printing, salvage, inventory management, and other related state procurement mandates; coordinates the reporting of all assets to OBM & conducts meeting & responds to programmatic inquiries &/or complaints; provides budgetary assistance to OBF Chief & senior management on programmatic related issues.	same		
	15	Serves as liaison with public officials, ODNR division/offices, other state agencies, vendors & the general public to ensure programmatic policies, procedures &/or directives are properly disseminated & any related issues that arise are resolved ; provides purchasing service to all support offices (e.g. obtaining quotes, creating purchase documents, advising on purchase priorities, & coding related billings); oversees asset control.	same		
	15	Creates & maintains database of criteria (e.g. analysis of term contracts, purchase orders, etc.) & relays problems/concerns to supervisor; & prepares reports based on analysis conducted; responds to inquiries from vendors, department staff, & other departments; develops & implements strategic plan for department purchasing program; & monitors & resolves vendor complaints.	same		
List Position Numbers & Job Titles of Positions Directly Supervised: 20057737 Account Clerk 3 20057733 Inventory Control Specialist 2			SIGNATURE OF APPOINTING AUTHORITY OR DESIGNEE DATE		