

**IN THE MATTER OF SAMUEL ASARE
COIB CASE NO. 2016-380
JANUARY 27, 2017**

SUMMARY: The Board and the New York City Department of Sanitation (“DSNY”) entered into three-way settlements with two DSNY employees who received (and repaid) loans from a DSNY subordinate in violation of the conflicts of interest law’s prohibition on superior-subordinate financial relationships. The Director of DSNY’s Work Experience Program agreed to forfeit five days of annual leave, valued at approximately \$1,963, and to pay a \$250 fine to the Board for receiving two loans totaling \$3,000 from a DSNY Clerical Associate who had provided loans to other DSNY coworkers. The Assistant Director of DSNY’s Work Experience Program agreed to forfeit five days of annual leave, valued at approximately \$1,371, and to pay a \$250 fine to the Board for receiving \$2,500 in loans from the same Clerical Associate. *COIB v. Asare*, COIB Case No. 2016-380 (2017); *COIB v. Bowman*, COIB Case No. 2016-391 (2017).

STIPULATION AND DISPOSITION:

WHEREAS, the New York City Department of Sanitation (“DSNY”) served disciplinary charges against Samuel Asare (“Respondent”), pursuant to Section 75 of the New York Civil Service Law;

WHEREAS, given that related disciplinary action was pending at DSNY, the New York City Conflicts of Interest Board (the “Board”) referred this matter to DSNY pursuant to Section 2603(e)(2)(d) of Chapter 68 of the City Charter (“Chapter 68”); and

WHEREAS, the Board, DSNY, and Respondent wish to resolve this matter on the following terms;

IT IS HEREBY AGREED, by and among the parties, as follows:

1. Respondent admits to the following:
 - a. Since January 21, 1986, I have been employed by DSNY, most recently as Director of the Work Experience Program. During this time, I have been a “public servant” within the meaning of and subject to Chapter 68 of the City Charter.
 - b. On two occasions—one in 2006 and the other in 2010—I borrowed a total of approximately \$3,000 from a DSNY Clerical Associate who was my subordinate and who had loaned money to other DSNY colleagues. I repaid the Clerical Associate in full for these loans.
 - c. I acknowledge that, by borrowing money from my subordinate, I used my City position to obtain a personal benefit in violation of Rule 4.9 of the DSNY Code of Conduct and the City’s conflicts of interest law, specifically City Charter § 2604(b)(3), which provides:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

- d. I acknowledge that, by borrowing money from my subordinate, I entered into a financial relationship in violation of City Charter § 2604(b)(14), which states:

No public servant shall enter into any business or financial relationship with another public servant who is a superior or subordinate of such public servant.

2. DSNY and the Board, after reviewing prior Board cases and DSNY disciplinary actions involving City employees who received loans from their subordinates, have determined that the appropriate penalty in this case is the loss of five (5) days of annual leave, valued at approximately \$1,963, and the payment of a Two Hundred and Fifty Dollar (\$250) fine to the Board, for a total penalty of \$2,213.

3. Respondent agrees to the following:

- a. I agree to forfeit five (5) days of annual leave.
- b. I agree to pay a fine of Two Hundred and Fifty Dollars (\$250) to the Board by money order or by cashier check, bank check, or certified check, made payable to the "New York City Conflicts of Interest Board," at the time of my signing of this disposition.
- c. I agree that this stipulation and disposition is a public and final resolution of the above-captioned matter only.
- d. I hereby waive any and all rights, including any right to a disciplinary hearing pursuant to Sections 75 and 76 of the Civil Service Law and any applicable collective bargaining agreement.
- e. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board or DSNY in imposing the penalty which is embodied in this stipulation and disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board or DSNY, or any members or employees thereof relating to or arising out of this stipulation and disposition or the matters recited therein.

- f. I confirm that I have entered into this stipulation and disposition freely, knowingly, and intentionally, without coercion or duress, and after declining the opportunity to be represented and advised by a representative of my choice; that I accept all terms and conditions contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board or DSNY; and that I fully understand all the terms of this stipulation and disposition.
- g. I agree that any material misstatement of the facts of this matter, including of the stipulation and disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

4. The Board and DSNY accept this stipulation and disposition and the terms contained herein as a final disposition of the above-captioned matters only, and affirmatively state that, other than as recited herein, no further action will be taken by the Board or DSNY against Respondent based upon the facts and circumstances set forth herein, except that the Board and DSNY shall be entitled to take any and all actions necessary to enforce the terms of this stipulation and disposition.

5. This stipulation and disposition shall not be effective until all parties have affixed their signatures below.

Dated: December 16, 2016

_____/s/
Samuel Asare
Respondent

Dated: December 16, 2016

_____/s/
Rita Brackeen
Employment Counsel/Department Advocate
Office of Employment & Disciplinary Matters
NYC Department of Sanitation

Dated: January 27, 2017

_____/s/
Richard Briffault
Chair
NYC Conflicts of Interest Board