



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

EARLY SETTLEMENT PROGRAM

OAL DKT. NO. CSV 14104-14

AGENCY DKT. NO. 2015-1141

**IN THE MATTER OF KEITH ROTHFRITZ,
NEW JERSEY STATE PAROLE BOARD.**

Robert A. Fagella, Esq., for appellant (Zazzali, Fagella, Nowak, Kleinbaum & Friedman, attorneys)

Joseph P. Horan, II, Manager Employee Relations, for respondent pursuant to N.J.A.C. 1:1-5.4(a)(2)

Record Closed: December 22, 2014

Decided: December 23, 2014

BEFORE BEATRICE S. TYLUTKI, ALJ t/a:

This matter concerns the appeal of Keith Rothfritz, from the action of the appointing authority. Upon receipt of appellant's hearing request, the matter was transmitted to the Office of Administrative Law 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.

As a result of a settlement conference, the parties agreed to a settlement of all issues in dispute and have prepared a settlement agreement 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.
2. The settlement fully disposes of all issues in controversy.

I **CONCLUDE** that this matter is no longer a contested case before the Office of Administrative Law. It is **ORDERED** 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.

December 23, 2014
DATE

Beatrice S. Tylutki
BEATRICE S. TYLUTKI, ALJ t/a

Date Received at Agency: _____

Date Mailed to Parties: _____

12-23-14

/cad

RECEIVED

2014 DEC 22 P 3: 08

STATE OF NEW JERSEY
OFFICE OF ADMIN LAW

Keith Rothfritz

vs.

New Jersey State Parole Board

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SETTLEMENT AGREEMENT
File # 2014-14

The parties hereto agree to settle this matter in accordance with the following terms:

- 1. The appellant will withdraw his appeal of the Preliminary Notice of Disciplinary Action dated July 30, 2014 on the following charges:

N.J.A.C. 4A:2-2.3(a): (2) Insubordination (7) Neglect of duty and (11) Other sufficient cause.

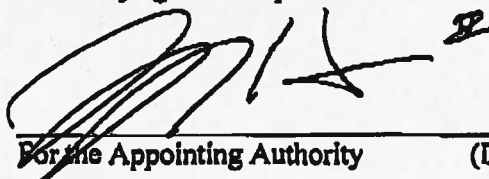
NJSPB Disciplinary Table of Offenses and Disciplinary Sanctions, #02.007F: B. Performance (2) Neglect of duty, loafing, idleness or willful failure to devote attention to task, which could result in danger to persons and/or property; (6) Failure or excessive delay in carrying out an order which could result in danger to persons and/or property; C. Personal Conduct (9a) Insubordination: Intentional disobedience or refusal to accept an order, assaulting or resisting authority, disrespect or use of insulting or abusive language to a supervisor and E. General (1) Violation of a rule, regulation, policy, procedure, order or administrative decision.

The Board will reduce the sanction from a 30 working day suspension to an Official Written Reprimand. The appellant agrees to rescind Unfair Labor Practice, Docket #CI-2015-018.

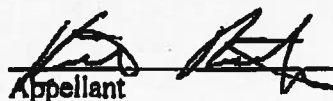
- 2. This settlement does not constitute an admission of liability on the part of either party.
- 3. The parties hereto stipulate that this agreement shall fully dispose of all issues in controversy between them with regard to this matter.
- 4. The appellant will not receive any back pay, counsel fees, costs or any other monetary relief as a result of this settlement.
- 5. The Personnel File for the appellant will be amended to reflect the provisions of paragraph 1 of this agreement.
- 6. This stipulation of settlement shall not constitute a precedent in any other matter involving another employee.
- 7. The 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 State Parole Board, or 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 and 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 and Medical Leave Act, the New Jersey Law Against Discrimination, the Conscientious Employee Protection Act, and any contract express or implied.

Authorization has been given by the Agency to agree to this settlement, the parties have read this settlement agreement, and freely and voluntarily agree to its provisions.

 12.22.14

For the Appointing Authority (Date)

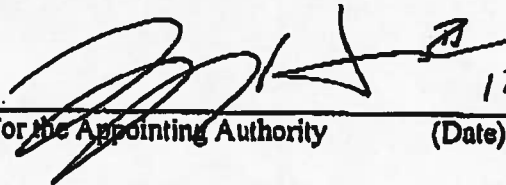
 12/09/2014

Appellant (Date)

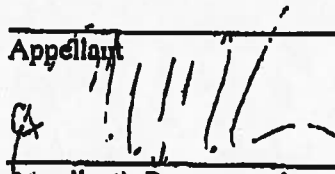
Appellant's Representative (Date)

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 and 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 and Medical Leave Act, the New Jersey Law Against Discrimination, the Conscientious Employee Protection Act, and any contract express or implied.

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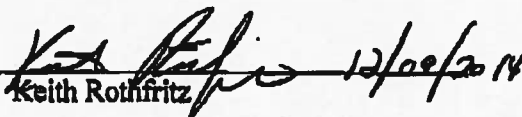
For the Appointing Authority (Date) 12.22.14

Appellant _____ (Date)

Appellant's Representative _____ (Date)

CERTIFICATION

I, Keith Rothfritz, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge that my representative questioned my understanding and my acceptance of the terms of this Agreement. I am satisfied with my representation and I enter into this Agreement voluntarily.

It is also my understanding that this Settlement Agreement will terminate all claims and further appeal against the New Jersey State Parole Board.


Keith Rothfritz 12/09/2014