

**Preliminary Notice of Disciplinary Action (31-A)**  
**DEPARTMENT OF PERSONNEL – STATE OF NEW JERSEY**  
**Continuation Page**

**1. Charge(s):**

N.J.A.C. 4A:2-2.3(a)1.	Incompetency, Inefficiency Or Failure To Perform Duties
N.J.A.C. 4A:2-2.3(a)2.	Insubordination
N.J.A.C. 4A:2-2.3(a)6.	Conduct Unbecoming A Public Employee
N.J.A.C. 4A:2-2.3(a)7.	Neglect Of Duty
N.J.A.C. 4A:2-2.3(a)11.	Other Sufficient Cause
Bridgeton PD Rules & Regulations III.B.10.	Failed To Perform Duty Promptly, Impartially, Faithfully and Diligently
Bridgeton PD Rules & Regulations IV.A.1.	Failed To Perform Duty.
Bridgeton PD Rules & Regulations IV.A.4.	Withholding Information.
Bridgeton PD Rules & Regulations IV.A.8.	Compromised Criminal Case.
Bridgeton PD Rules & Regulations IV.C.3.	Reports: Causing false information on records.
Bridgeton PD Rules & Regulations IV.F.3.	Prohibited Activity On Duty
Bridgeton PD Directive I.12	Truthfulness
Bridgeton PD Directive I.5 & I.5.1	Communications
Bridgeton PD Directive I.23	Notifications
Bridgeton PD Directive I.28	Professional Conduct
Bridgeton PD Directive II.16	General Patrol Practices
Bridgeton PD Directive III.9	Investigations

**2. Specification(s):**

On October 19<sup>th</sup>, 2010 Patrolman Roger Worley was sitting idle in the parking lot of 145 Irving Ave. holding a conversation with Patrolman Veronica Cheeseman. During this idle time these officers were approached by a civilian who notified them of an offense having been perpetrated against him.

These two officers, Officer Worley being the senior most, failed to follow proper procedures involving police duties and in so doing committed insubordination by failing to follow established orders and procedures on investigations and actions required.

During subsequent administrative investigation of this event, Officer Worley, provided false information to Internal Affairs investigator assigned to the case.

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**DEPARTMENT OF PERSONNEL – STATE OF NEW JERSEY**  
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**1. CHARGE(S):**

4A:2-2.3(a)4.	Chronic or excessive absenteeism or lateness;
4A:2-2.3(a)1.	Incompetency, inefficiency or failure to perform duties;
4A:2-2.3(a)7.	Neglect of duty;
4A:2-2.3(a)11.	Other sufficient Cause;

Bridgeton PD R&R IV.A.1.	Performance of Duty.
Bridgeton PD R&R IV.A.3.	Obedience to Laws and Rules.
Bridgeton PD R&R IV.F.1.	Reporting for Duty.
Bridgeton PD R&R V.A.6.	Abuse of Sick Leave.

Bridgeton PD Directive I.1	Absenteeism & Lateness
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**2. SPECIFICATION(S):**

Between October 28<sup>th</sup>, 2010 and November 4<sup>th</sup>, 2010 during the quarterly review of the Police Department's absenteeism & latenesses, Ptlm. Worley was identified as having been in violation. This made the third quarter in a row for Ptlm. Worley to be in violation of same. During his first violation he received counseling as a result of that violation (4-27-10). During his second violation he received a written reprimand (7-16-2010).

Ptlm. Worley was directed to review Department Directives on same and did so verifying this by his signature. Ptlm. Worley has failed to follow departmental orders on the use of sick time.

**Preliminary Notice of Disciplinary Action (31-A)**  
**DEPARTMENT OF PERSONNEL-STATE OF NEW JERSEY**  
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**1. CHARGE(S):**

<b>Failing to Perform Duty</b>	<b>4A:2-2.3(a)1.</b>
<b>Conduct Unbecoming A Public Employee</b>	<b>4A:2-2.3(a)6.</b>
<b>Neglect of Duty</b>	<b>4A:2-2.3(a)7.</b>
<b>Other Sufficient Cause</b>	<b>4A:2-2.3(a)11.</b>
<b>Failing to Conduct Self in High Ethical Standards</b>	<b>BPD R&amp;R III.A.7.</b>
<b>Failing to perform Duties</b>	<b>BPD R&amp;R III.A.10.</b>
<b>Failing to perform Duty</b>	<b>BPD R&amp;R IV.A.1.</b>
<b>Failing to obey Rules</b>	<b>BPD R&amp;R IV.A.5.</b>
<b>Prohibited Activity on Duty</b>	<b>BPD R&amp;R IV.F.3.</b>
<b>Use of Derogatory Terms</b>	<b>BPD R&amp;R IV.J.4</b>

**2. SPECIFICATION(S):**

On 12-22-2010 Ptlm. V. Cheeseman and Ptlm. R. Worley met together, while at work, while on duty and in a public place. During this meeting both officers used prohibited racially discriminatory Language. Additionally, both parties were obligated to report the other's conduct and both failed in this requirement.

Preliminary Notice of Disciplinary Action (31-A)  
DEPARTMENT OF PERSONNEL – STATE OF NEW JERSEY  
Continuation Page

1. **CHARGE(S):**

4A:2-2.3(a)4. Chronic Or Excessive Absenteeism  
4A:2-2.3(a)11. Other Sufficient Cause

BPD Chief of Police Directive I.1 Absenteeism

2. **SPECIFICATION(S):**

During the 4<sup>th</sup> Quarter of 2010 Ptlm. Roger Worley utilized thirty six (36) hours of unexcused sick time. As per Departmental Order I.1 (Absenteeism), "any officer found to be over the Division mean for two quarters shall be in violation of this directive which shall be considered a schedule C matter on the first occurrence."

This 4<sup>th</sup> Quarter of 2010 is the fourth quarter in a row where Ptl. Worley was in direct violation of this departmental order.



## *Bridgeton Police Department*

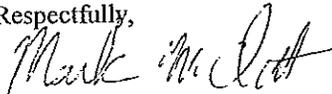
330 Fayette St.  
Bridgeton, NJ 08302  
Phone 856-451-0033  
Fax 856-451-1498  
Chief Mark W. Ott

Date: 11-18-2011  
To: Ptl. R. Worley #1045  
Re: Preliminary Notice of Disciplinary Action (31-A) – Dated 4-27-2011

The purpose of this document is to formally withdraw Preliminary Notice of Disciplinary Action (31-A) dated 4-27-2011. These charges are being withdrawn based on two separate settlement agreements:

- 1) By way of an official agreement between PBA Local 94 and the City of Bridgeton concerning Chief of Police Directive I.I. on Absenteeism.
- 2) By way of disciplinary settlement between the City of Bridgeton and Ptlm. R. Worley dated 11-18-2011.

Respectfully,

  
Chief Mark W. Ott

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made this day of 11-18-2011, 2011 by and between the City of Bridgeton, (hereinafter collectively referred to as the "City") and Police Officer Roger Worley, (hereinafter referred to as the "Employee").

**WITNESSETH**

WHEREAS, the City has served four (4) Preliminary Notices of Disciplinary Action against the Employee dated November 17, 2010; November 29, 2010; January 25, 2011; February 7, 2011; and

WHEREAS, the Employee has the right to a disciplinary hearing and an appeal process with regard to the aforementioned charges under the provisions of N.J.S.A. 40A:14-147 and Title 4A of the New Jersey Administrative Code; and

WHEREAS, the City and Employee have agreed to resolve this matter through the dismissal of certain charges and a stipulation of guilt to the charge of Failing to Provide Duty, Bridgeton Police Department Rule and Regulation IV.A.1 and an agreed penalty with regard to the underlying conduct; and

WHEREAS, the Final Notice of Disciplinary Action will include only the stipulated charge and appropriate specification and be attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises and representations herein contained, and intending to be legally bound, the parties understand and agree as follows:

1. **Disciplinary Action.** Employee has agreed to accept a six (6) day suspension as referenced on the Final Notice of Disciplinary Action attached as Exhibit A and plead guilty to the conduct described therein. All other discipline referenced above and not included in Exhibit A shall be dismissed without a finding of guilt. Appropriate forms will be filed with the New Jersey Civil Service Commission and Employee's personnel file will be amended to reflect the above agreement.

2. **Stipulated Penalty.** Based upon the aforementioned guilty plea, the Employee shall forfeit forty-eight (48) hours of vacation time from his 2011 vacation allotment in lieu of serving the aforementioned suspension days.

3. **Release of Claims.** Employee, for him/herself, him/her heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the City and its departments, political subdivisions, successors, and assigns, and their respective past, present and future representatives, council members, officers, agents, employees, citizens, insurance carriers, successors, and assigns, and the estate(s) of her from any and all action, causes of action, lawsuits, claims, charges, debts, sums of money, accounts, covenants, contracts, controversies,



agreements, promises, trespasses, damages, liabilities, judgments, executions, and/or demands of any nature whatsoever, whether in law or in equity, or with any individual, agency, organization, or governmental body, whether known or unknown, which Employee ever had, now has, or can, shall, or may have under any contract, tort or common law theory, and/or under any Federal, State, local statute, including but not limited to: the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., as amended by the Older Worker's Benefit Protection Act, specifically §626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the Civil Rights Act of 1966, 42 U.S.C. §1981, et seq.; the Civil Rights Statutes contained in 42 U.S.C. §1983, 1985 and 1986 and any related laws; the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; the Employee Retirement Income Security Act, 29 U.S.C. §1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; the New Jersey Law against Discrimination N.J.S.A. § 10:5-1; and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; or under a theory of negligence; interference with contract/business advantage, fraud; intentional infliction of emotional distress; and/or any other duty or obligation of any kind or description. This release shall apply to all known, unknown, unsuspected, and anticipated claims, liens, injuries, and damages up to and including the day of the date of this Agreement related to the disciplinary actions governed by this Agreement.

4. **Integration; Representation by Counsel.** It is understood between the parties that neither party has relied upon any representation, express or implied, made by any other party or their counselor any of their representatives, and that this Agreement constitutes the entire understanding of the parties and cannot be modified except in writing signed by all of the parties hereto.

**EMPLOYEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT HIS LEGAL RIGHTS AND RESPONSIBILITIES WILL BE AFFECTED BY EXECUTING THIS AGREEMENT AND HE ACKNOWLEDGES THAT HE IS REPRESENTED BY HIS OWN ATTORNEY AND HAS CONSULTED WITH HIS ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT.**

5. **Severability.** In the event that any section or part of this Agreement shall be found to be void or unenforceable, such section or part shall be deemed to be surplusage and the remainder of the Agreement shall remain in full force and effect.

6. **Governing Law; Jurisdiction.** The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of New Jersey and that any dispute involving the terms of this Agreement shall be brought in the Superior Court of New Jersey, Cumberland County, which the parties agree shall have exclusive jurisdiction of any such claims.



IN WITNESS WHEREOF, the parties hereto have caused this Settlement to be executed and signed the day and year first written above.

City of Bridgeton

BY: Mark W. Ott 11-18-11  
Chief of Police Mark W. Ott

"1045 11-18-11"  
Police Officer Roger Worley

EXHIBIT "A"

CHARGE TO BE INCLUDED ON FINAL NOTICE OF  
DISCIPLINARY ACTION AND LANGUAGE FOR SPECIFICATION

The following charge is agreed to as have been "sustained" by way of entry to a plea of guilty to the same:

Failing to Provide Duty, Bridgeton Police Department Rules and Regulations IV.A.1.

Specification: On December 22, 2010, Ptlm. Roger Worley failed to perform his duty by failing to report to Police Department Administration certain language utilized by another more junior officer of the Bridgeton Police Department, specifically that the Officer used the term "Fuck'in white cracker" when describing a motorist that had been stopped.

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line at the bottom, located in the bottom right corner of the page.