

EMPLOYEES STATEMENT OF GRIEVANCE:

The Grievant(s) was/were summoned to appear before the State of New Jersey, Office of Administrative Law for OAL Docket No. CSVET 04576 2005S, on December 04, 2006. The appearance(s) was/were ordered via Subpoena(s) dated November 09, 2006. The subpoena(s) was/were issued in accordance with N. J. S. A. 1:1-11.1 (a and b).

On December 01, 2006, the employer advised the subpoenaed party that "...the subpoena dated November 9, 2006, directing you to appear and testify before the Office of Administrative Law on December 4, 2006, is not being honored. You will be scheduled to report for work for that date." N. J. S. A. 1:1-11.3 states in pertinent part "The Judge on motion may quash or modify any subpoena for good cause shown." No order was rendered as a result of any motion filed with the Judge in the case, with regard to the subpoena in question.

Article XXII; § B, of the Collective Bargaining Agreement between the State of New Jersey and the New Jersey Superior Officers Law Enforcement Association, states in pertinent part "When an employee is summoned to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee or officer of his agency, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift." The employer refused to grant time off without loss of pay to the grievant(s) for the required attendance before the Office of Administrative Law, contrary to statute and the collective bargaining agreement.

Article III of the Collective Bargaining Agreement between the State of New Jersey and the New Jersey Superior Officers Law Enforcement Association states "It is intended that the administration and procedural provisions and controls of the Merit System Law and Rules and Regulations promulgated there under are to be observed in the administration of this Agreement, where applicable, except and to the extent that this Agreement pertains to subjects not therein contained." The employer violated accepted Merit System rules governing the handling of subpoenas.

Article IV of the Collective Bargaining Agreement between the State of New Jersey and the New Jersey Superior Officers Law Enforcement Association states in pertinent part "...the Association and the State agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, association membership, or lawful membership activities or activities provided in this Agreement." The employer has discriminated against the Grievant(s) by refusing to grant time off without loss of pay to the grievant(s) for the required attendance before the Office of Administrative Law. The employer routinely abides by statute, in permitting employees of other bargaining units, to appear as ordered by subpoena without loss of pay. This can only be attributed the grievant(s) association membership and/or lawful membership activities.

TO CORRECT MY GRIEVANCE THE FOLLOWING SHOULD BE DONE:

The employer shall compensate the Grievant(s) for the appearance(s) before the Office of Administrative Law, on December 04, 2006, in compliance with a legal and properly issued subpoena.

The employer shall not refuse to grant necessary time off without loss of pay for employees summoned to appear as a witness before a court, legislative committee, or judicial or quasi-judicial body.

The employer shall investigate and divulge the employee/person(s) responsible for the decision to disobey applicable law in handling the noted subpoenas and in refusing to grant necessary time off without loss of pay for employees subpoenaed to appear before the Office of Administrative Law on December 04, 2006.

The employer shall take appropriate disciplinary action against such responsible employee(s).

The employer shall issue a statement that it violated applicable statute, Merit System Rules and Regulations, and the Collective Bargaining Agreement, and that it shall refrain from such actions in the future. It shall post such notice in a place readily accessible to all employees.