

D.U.P. NO. 94-10

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

CITY OF ATLANTIC CITY,

Respondent,

-and-

Docket No. CO-93-288

IBT LOCAL 331,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses a charge filed by IBT, Local 331, which alleges that the City refused to negotiate over the addition of a 27th pay period in 1993. The Director finds that this dispute over negotiated salaries must be resolved through the contractual grievance procedure. State of New Jersey (Dept. Human Serv.), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984).

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Appearances:

For the Respondent,  
Murray, Murray & Corrigan, attorneys  
(Regina Waynes Joseph, of counsel)

For the Charging Party,  
Walt DeTreuX, attorney

REFUSAL TO ISSUE COMPLAINT

On March 3, 1993, IBT, Local 331 filed an unfair practice charge with the Public Employment Relations Commission against the City of Atlantic City. The charge alleges that the City violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically, subsection 5.4(a)(5),<sup>1/</sup> when it changed from 26 to 27 paychecks per year without first negotiating with the IBT.

On November 27, 1992, the City announced that it would add a 27th pay period in 1993. Beginning on January 1, 1993, the IBT

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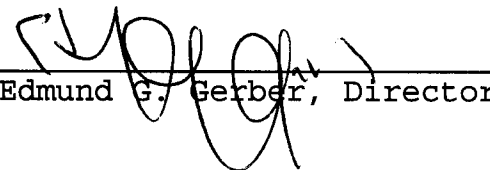
<sup>1/</sup> This subsection prohibits public employers, their representatives or agents from: "(5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

requested that the City commence negotiations over the additional pay period. The City, however, refused to negotiate with the IBT. It asserts that it added the 27th pay period in order to accommodate the extra days that accumulate every 12 years when using a 260 work-day divisor for the fiscal year. It claims that this change will not affect the payment of annual salaries as specified in the parties' negotiated agreement.

In Passaic Community College, P.E.R.C. No. 93-67, 19 NJPER 147 (¶24072 1993), affirming on other grounds, D.U.P. No. 93-8, 18 NJPER 464 (¶23209 1992), the Commission held that a similar charge concerning the adding of a 27th pay period was simply a dispute over negotiated salaries which must be resolved through the contractual grievance procedure. It affirmed the refusal to issue a complaint. Also see, State of New Jersey (Dept. of Human Services) P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984).23 (¶12009 1980).

Similarly, this dispute must be resolved through the contractual grievance procedure. The Commission's complaint issuance standard has not been met. I will not issue a complaint on the allegations of this charge and dismiss the unfair practice charge.<sup>2/</sup>

BY ORDER OF THE DIRECTOR  
OF UNFAIR PRACTICES

  
Edmund G. Gerber, Director

DATED: August 11, 1993  
Trenton, New Jersey

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2/ N.J.A.C. 19:14-2.3.