

P.E.R.C. NO. 89-132

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF BURLINGTON

Respondent,

-and-

Docket No. CO-H-89-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1044, AFL-CIO

Charging Party.

SYNOPSIS

The Public Employment Relations Commission finds that the City of Burlington violated the New Jersey Employer-Employee Relations Act when, without prior negotiations, it changed the payday for employees from Thursday to Friday. Timing of paychecks is mandatorily negotiable and the City had no contractual right to change the payday. The Complaint was based on an unfair practice charge filed by Communications Workers of America, Local 1044, AFL-CIO.

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COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1044, AFL-CIO

Charging Party.

Appearances:

For the Respondent, Barbour and Costa, Esqs.
(John T. Barbour, of counsel)

For the Charging Party, Steven P. Weissman, Esq.

DECISION AND ORDER

On July 11, 1988, Communications Workers of America, Local 1044 ("CWA") filed an unfair practice charge against the City of Burlington ("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),^{1/} when without prior negotiations it changed the payday for employees from Thursday to Friday.

^{1/} This subsection prohibits public employers, their representatives or agents from: "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."

On August 3, 1988, a Complaint and Notice of Hearing issued. The City's Answer denies changing the payday and having any obligation to negotiate over that issue and asserts instead that it had complied with the contract and that any contractual question should be resolved through the parties' grievance procedures.

A motion and cross-motion for summary judgment were denied. The parties then submitted affidavits and exhibits, stipulated that there were no facts in dispute, and waived a hearing. They filed briefs by February 15, 1989.

On April 18, 1989, Hearing Examiner Susan A. Weinberg issued her report. H.E. No. 89-31, 15 NJPER ____ (¶ ____ 1989). She concluded that the City had violated subsection 5.4(a)(5) by changing the payday without negotiations and without a managerial prerogative or contractual right to do so. She ordered the City to resume distributing paychecks after 3:00 p.m. on Thursdays and to negotiate over any proposed change in when paychecks are distributed.

On May 9, 1989, the City filed exceptions. It asserts that the Hearing Examiner erred in finding that: the City was bound by a past practice the City Council did not approve; the contract did not authorize the City to make the change without negotiations, and the contract could not legally waive CWA's right to negotiate over all changes in employment conditions.

On May 23, 1989, CWA filed a response urging us to adopt the recommended decision.

We have reviewed the record. The Hearing Examiner's findings of fact (pp. 3-7) are accurate. We incorporate them.

It is well established that the timing of paychecks is mandatorily negotiable.^{2/} Unit employees were paid on Thursday afternoon for 20 years. When the City changed the payday from Thursday to Friday it did so without prior negotiations. This action is violative of the Act unless there was a contractual right to do so. There is nothing in the contract which specifically authorizes the City to change the payday and we find no contractual waiver of the obligation to negotiate this term and conditions of employment. Red Bank Ed. Ass'n v. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122, 140 (1978); Ocean Tp., P.E.R.C. No. 81-133, 7 NJPER 333 (¶12149 1981). Further, in the face of such a longstanding practice, we find no merit in the City's contention that it had the right to make the change because the practice had never been formally approved by the City Council. Accordingly, the employer violated subsection 5.4(a)(5) when it changed the payday.

ORDER

The City of Burlington is ordered to:

I. Cease and desist from:

A. Refusing to negotiate with CWA about terms and conditions of employment, specifically the day and time employees are paid.

^{2/} Bor. of River Edge, P.E.R.C. No. 89-44, 14 NJPER 684 (¶19289 1988); Mine Hill Tp., P.E.R.C. No. 87-93, 13 NJPER 125 (¶18056 1987); Lawrence Tp. Bd. of Ed., P.E.R.C. No. 81-69, 7 NJPER 13 (¶12005 1980); City of Paterson, P.E.R.C. No. 80-68, 5 NJPER 543 (¶10280 1979), aff'd App. Div. Dkt. No. A-1318-79 (2/10/81); Garfield Bd. of Ed., P.E.R.C. No. 80-67, 5 NJPER 542 (¶10279 1979); College of Medicine & Dentistry, P.E.R.C. No. 77-35, 3 NJPER 70 (1977).

II. Take this action:

A. Rescind the directive to department heads that paychecks are to be picked up on Fridays at 11:00 a.m.;

B. Resume distributing paychecks to employees on Thursdays after 3:00 p.m.;

C. Negotiate with CWA over any proposed change in the day or time employees receive their paychecks;

D. Post in all places where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A." Copies of such notice on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials; and

E. Notify the Chairman of the Commission within twenty (20) days of receipt what steps the Respondent has taken to comply herewith.

BY ORDER OF THE COMMISSION


James W. Mastriani
Chairman

Chairman Mastriani, Commissioners Bertolino, Johnson, Reid, Ruggiero, Smith and Wenzler voted in favor of this decision. None opposed.

DATED: Trenton, New Jersey
June 23, 1989
ISSUED: June 26, 1989

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL negotiate with CWA about terms and conditions of employment, specifically the day and time employees are paid.

WE WILL rescind the directive to department heads that paychecks are to be picked up on Fridays at 11:00 a.m.

WE WILL resume distributing paychecks to employees on Thursdays after 3:00 p.m.

WE WILL negotiate with CWA over any proposed change in the day or time employees receive their paychecks.

Docket No. CO-H-89-14

CITY OF BURLINGTON
(Public Employer)

Dated _____

By _____

(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.

H.E. NO. 89-31

STATE OF NEW JERSEY
BEFORE A HEARING EXAMINER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of
CITY OF BURLINGTON

Respondent,

-and-

Docket No. CO-H-89-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1044, AFL-CIO

Charging Party.

SYNOPSIS

A Hearing Examiner finds that the City of Burlington violated subsection (a)(5) of the Act when it unilaterally changed employee pay days from Thursdays after 3:00 p.m. to Firdays after 11:00 a.m. The Hearing Examiner recommends that the City restore the status quo ante.

A Hearing Examiner's Recommended Report and Decision is not a final administrative determination of the Public Employment Relations Commission. The case is transferred to the Commission which reviews the Recommended Report and Decision, any exceptions thereto filed by the parties, and the record, and issues a decision which may adopt, reject or modify the Hearing Examiner's findings of fact and/or conclusions of law.

H.E. NO. 89-31

STATE OF NEW JERSEY
BEFORE A HEARING EXAMINER OF THE
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CITY OF BURLINGTON

Respondent,

-and-

Docket No. CO-H-89-14

COMMUNICATIONS WORKERS OF AMERICA,
LOCAL 1044, AFL-CIO

Charging Party.

Appearances:

For the Respondent, Barbour and Costa
John T. Barbour, of counsel

For the Charging Party,
Steven P. Weissman, of counsel

HEARING EXAMINER'S REPORT
AND RECOMMENDED DECISION

On July 11, 1988, the Communications Workers of America Local 1044 ("CWA") filed an Unfair Practice Charge with the New Jersey Public Employment Relations Commission ("Commission") against the City of Burlington ("City") alleging violations of the New Jersey Employer-Employee Relations Act ("Act"), N.J.S.A. 34:13A-5.4 et. seq., subsection (a)(5).^{1/} The charge alleges that the City unilaterally changed the regular pay day for employees from Thursdays at 3 p.m. to Fridays at 11 a.m.

^{1/} This subsection prohibits public employers, their representatives or agents from: "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."

A Complaint and Notice of Hearing issued on August 3, 1988. Hearings were scheduled for September 8 and 9, 1988, and rescheduled to September 27 and 28.

On August 12, 1988, the City filed an Answer denying it violated the Act. The City denied that the pay day was changed; it stated alternatively that if the pay day was changed it had a contractual right to change it. Finally, the City argued that it had "legitimate business reasons" for its action.

On September 23, 1988, CWA filed a Motion for Summary Judgment, together with supporting certifications, with the Commission. Pursuant to N.J.A.C. 19:14-4.8, the Chairman of the Commission referred the Motion to me.

On September 22, 1988, the City filed a Cross Motion for Summary Judgment.^{2/}

By letter dated September 26, 1988, I adjourned the hearing scheduled for September 27 and 28, 1988, to consider the two Motions. I informed the parties that new hearing dates would be scheduled if both Motions were denied.

Responses to the Motions were received by October 13, 1989.

By letter dated November 14, 1988, I issued a decision denying both Motions. I found that neither party had satisfied the

^{2/} Although the Motion was filed as a Motion to Dismiss, I advised the parties that I would treat it as a Motion for Summary Judgment.

standard for a determination as a matter of law and that a plenary hearing was necessary. Hearing dates were set for December 14 and 15, 1988.

On December 6, 1988, I received a joint request from the parties that a decision be issued on the merits of the charge based on the motion papers previously submitted. Both parties stipulated that there were no material facts in dispute and agreed to waive a plenary hearing.

On December 7, 1988, I granted the request, closing the record to any additional facts or supporting affidavits. Supplemental briefs were filed by February 15, 1989.

Upon review of the record submitted for the Motions for Summary Judgment, I make the following:

FINDINGS OF FACT

1. Burlington City is a public employer within the meaning of the Act and is subject to its provisions.
2. CWA Local 1044 is an employee representative within the meaning of the Act and is subject to its provisions.
3. For approximately the last twenty (20) years all blue and white collar employees of Burlington City who were represented by Council 16 and then by CWA received their paychecks on Thursdays, after 3:00 p.m.
4. Employee paychecks were distributed by department heads or their designees.

5. Sometime in late June, 1988, Harold Rupert, Superintendent of the Sewer Department, notified Herbert Sanderson, President of the Burlington City Branch of CWA, that effective July 1, 1988, employees paychecks would be distributed on Fridays after 11:00 a.m.

6. On June 24, 1988, James Graham, Finance Director, sent a memorandum to all department heads. It stated:

At the direction of the Finance Committee with the concurrence of Council President, effective the week of July 1, 1988, payroll checks will be picked up on Fridays at 11:00 a.m.

7. Beginning in July, 1988, the City distributed employee paychecks on Fridays, after 11:00 a.m. However, a few employees on the second and third shifts continue to receive their paychecks on Thursdays.

8. On or about, July 1, 1988, Bernice Krawczyk, staff representative of CWA, sent a memorandum to Dave Vechesky, City Clerk. It stated:

I've been informed by some of our stewards that the City intends to begin paying people on a different day. The Union objects to this change. I've researched the matter and the City cannot make such a unilateral change without agreement from the Union. It would be an Unfair Labor Practice under P.E.R.C. Recently P.E.R.C. handed down a decision confirming the Union's position - Lawrence Township Bd. of Ed. - P.E.R.C. 81-69. A previous decision - Paterson PBA P.E.R.C. 80-68 further establishes the rule. Let me know if you disagree.

9. The City distributes an employee handbook to all new employees. The pertinent part of the handbook states:

This handbook has been prepared to explain the rules and policies current at the time of printing and is subject to change....Current bargaining unit contracts shall take precedence over information stated herein. (p. 2)

You will receive your paycheck every week on Friday. If a holiday falls on payday, paychecks will be distributed on the preceding workday. (p. 14)

10. The City Council never formally approved the distribution of employee paychecks on Thursdays.

11. The City and CWA signed a collective negotiations agreement extending from January 1, 1987 through December 31, 1988. The pertinent contract provisions are as follows:

PREAMBLE

THIS AGREEMENT made and entered into this _____ day of _____, 1987, by and between the CITY OF BURLINGTON, in the County of Burlington, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City"), and the COMMUNICATIONS WORKERS OF AMERICA LOCAL 1044, (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issue between the City and the Union and is designed to maintain and promote a harmonious relationship between the Union and such of its employees who are covered by Article I, Recognition, in order that a more efficient and progressive public service may be rendered.

* * * *

ARTICLE II

MANAGEMENTS RIGHTS

A. The City of Burlington hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the

laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the related activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible.

2. To hire all employees, to promote, transfer, assign or retain employees in the positions within the City, and in that regard to establish reasonable work rules.

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

4. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

5. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

6. Employees, regardless of regular assignment, may be assigned by the City to perform any duty related to their job title.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

* * * *

ARTICLE XV

RULES AND REGULATIONS

A. The City agrees that it will not establish new work rules or regulations, or amend or modify existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the UNION.

* * * *

ARTICLE XXXII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of the Agreement, neither party will be required to negotiate with required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both parties at the time negotiated or signed this Agreement.

12. Neither party ever sought to change pay days during contract negotiations.

ANALYSIS

The City first argues that it never formally acted to change the Handbook policy establishing Friday pay days and its

recent compliance with the provision prevails over any contrary past practice.

The Commission has held that a contract provision will be controlling over a past practice if the language is clear and unambiguous. State of New Jersey and State Supervisors Assn., P.E.R.C. No. 79-33, 5 NJPER 27 (¶10018 1978); New Brunswick Bd. of Ed., P.E.R.C. No. 78-48, 4 NJPER 84 (¶4040 1978), mot. for recon. den. P.E.R.C. no. 78-56 (¶4073 1978), aff'd App. Div. Docket No. A2450-77 (4/2/79). If, however, an agreement is silent on a particular issue, the past practice controls and is entitled to the same status as any other term and condition of employment. Sussex Cty., P.E.R.C. No. 83-4, 8 NJPER 431 (¶13200 1982); Rutgers, the State University, P.E.R.C. No. 82-98, 8 NJPER 300 (¶13132 1982); H.E. 81-20, 7 NJPER 7 (¶12003 1980), adopted P.E.R.C. No. 81-122, 7 NJPER 240 (¶12108 1981), appeal dismissed App. Div. Dkt. No. A-4991-80 (1982). Here, the Employee Handbook, not the contract, addresses pay days. A non-negotiated employee handbook is not the same as a contract. Therefore, I find that the pay day policy in the Employee Handbook is not controlling.

The uncontroverted evidence shows a twenty-year practice of paying employees on Thursdays. While it may be true that the City never formally (i.e. by way of resolution) sanctioned Thursday pay days, this does not void a long-standing course of conduct. A controlling past practice is defined as a course of events which is repeated, unequivocal, clearly enunciated and acted upon, and

readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. Somerville Bor., P.E.R.C. No. 84-90, 10 NJPER 125, at 126 (¶15064 1984). I find that a past practice was established. The City, through its agents, had knowledge of and tacitly (if not formally) accepted Thursday pay days.^{3/}

The City next argues that if it "changed" the pay day, it acted within its managerial prerogative and had no obligation to negotiate with CWA. CWA urges that employee pay days are mandatorily negotiable.

In Lawrence Twp. Bd. of Ed., P.E.R.C. No. 81-69, 7 NJPER 13 (¶12005 1980), the Commission found that the day on which employees receive their pay checks was a mandatorily negotiable term and condition of employment and therefore could not be unilaterally changed. In Lawrence, as in this case, there was no specific contract provision governing the issue. See also, College of Medicine and Dentistry, P.E.R.C. No. 77-35, 3 NJPER 70 (1977); Garfield Bd. of Ed., P.E.R.C. No. 80-67, 5 NJPER 542 (¶10279 1979); and City of Paterson, P.E.R.C. No. 80-68, 5 NJPER 543 (¶10280 1979). I believe that the holding in Lawrence squarely applies to the facts in this case. The City presented no evidence of a financial, emergent or other need to support its claim that the change was within its managerial prerogative. Absent a contractual

^{3/} This is demonstrated by the fact that the City's own department heads distributed the checks.

waiver (see infra.) the City was required to negotiate with CWA before changing employee pay days from Thursday to Friday. Galloway Tp. Bd. of Ed. v. Galloway Tp. Ed. Assn., 78 N.J. 25 (1978); New Brunswick Bd. of Ed., P.E.R.C. No. 78-47, 4 NJPER 84 (¶4040 1978), mot. for recon. den. P.E.R.C. No. 78-56, 4 NJPER 156 (¶4073 1978), aff'd App. Div. Dkt. No. A-2450-77 (4/2/79).

The City's third argument is that CWA waived its rights to negotiate over pay day changes. Specifically, the City maintains that the "Management Rights", "Rules and Regulations" and "Fully-Bargained Agreement" clauses in the contract permit the City to change employee pay days unilaterally. CWA claims that no contract provision establishes that it clearly and unequivocally waived its bargaining rights.

A contractual waiver must be "...clearly and unmistakably established, and the contractual language alleged to constitute a waiver will not be read expansively." Red Bank Ed. Ass'n V. Red Bank Reg. H.S. Bd. of Ed., 78 N.J. 122, 140 (1978); Pennsauken Tp., P.E.R.C. No. 88-53, 14 NJPER 61 (¶19010 1987); Deptford Bd. of Ed., P.E.R.C. No. 81-78, 7 NJPER 35 (¶12015 1980), aff'd App. Div. Dkt. No. A-1818-80T8 (5/24/82); North Brunswick Bd. of Ed., P.E.R.C. No. 79-14, 4 NJPER 451 (¶4205 1978) aff'd. App. Div. Dkt. No. A-698-78 (4/11/79). I find nothing in the Management Rights clause which proves that CWA clearly and unequivocally waived its right to negotiate over the selection of pay days. The provision has only a broad, vague reference to the City's right to unilaterally change

certain unidentified terms and conditions of employment. There is no specific language concerning pay days nor any other reference suggesting that CWA waived its negotiation rights. Accordingly, I find no contractual waiver in the Management Rights clause.

The zipper or Fully-Bargained Agreement clause is also insufficient to establish a waiver. A zipper clause may not be given waiver effect unless it clearly and unequivocally covers the issue in question. City of Newark, P.E.R.C. No. 88-38, 13 NJPER 817 (¶18313 1987); Rockwell International Corp., 260 NLRB No. 153, 109 LRRM 1366 (1982). In Rockwell, the NLRB found that a zipper clause did not operate as a waiver of the union's right to negotiate over an increase in prices at the employee cafeteria. The NLRB held:

...It is well established that such a waiver will not be lightly inferred in the absence of clear and unequivocal language. Such language is not present in this case. Thus, where, as here, an employer relies on a purported waiver to establish its freedom unilaterally to change terms and conditions of employment not contained in the contract, the matter at issue must have been fully discussed and consciously explored during negotiations and the Union must have consciously yielded or clearly and unmistakably waived its interest in the matter. (109 LRRM at 1367).

The record shows that the issue of a pay day change was neither "fully discussed" nor "consciously explored" during any previous negotiations. Moreover, no language in the "Fully Bargained" clause specifically relates to pay days or indicates that CWA intentionally or unmistakably waived its interest.

The final clause relied upon by the City to support its contractual waiver argument is the Rules and Regulations provision. The City maintains that it fulfilled its obligation by notifying CWA before changing the pay day. CWA argues nothing in the Rules and Regulations section rises to the level of a clear and unequivocal waiver.

I agree. I can find no specific language in this provision which establishes an unmistakable waiver. The areas covered by this section are broadly defined and the subject of pay days is not mentioned. Accordingly, I find no contractual waiver in the Rules and Regulations clause.

Even if this clause could be interpreted as a waiver, its broad terms make it an illegal subject of bargaining. N.J.S.A. 34:13A-5.3 states:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. (Emphasis supplied.)

This statutorily mandated negotiations obligation cannot be waived. Any contract clause which provides for less will not be given effect. Ocean Twp., P.E.R.C. No. 81-133, 7 NJPER 333 (¶12149 1981).

In Ocean, the Commission found illegal a provision which permitted the employer to:

...unilaterally establish reasonable new rules or modifications of existing rules governing working conditions.

The Commission stated:

The 'proposed new rules' provision of N.J.S.A. 34:13A-5.3 is also an imperative and mandatory statutory enactment. It sets forth 'a particular scheme which shall be handled as directed.'.... By its terms, it mandates negotiation in imperative language; it establishes what shall be negotiated, when it shall be negotiated and by whom. The contractual provision disputed in this case directly contravenes--indeed it negates--the proposed new rules language of N.J.S.A. 34:13A-5.3. Accordingly, it constitutes an illegal subject of negotiations....

[The waiver] doctrine applies only to particular terms and conditions which were clearly and unmistakably discussed and cannot be apply to terms and conditions of employment, including procedures for grievance resolution and negotiations, which have been set by statutes in imperative terms. (7 NJPER at 335). (Emphasis supplied.)

I find little difference between the provision in Ocean and the provision in this case. The City is required only to "consult" with the union prior to implementation of a change. Consultation is not negotiation; it is no more than mere notification of a proposed or imminent unilateral action. Such a clause provides something less than what is statutorily mandated. In the area of work rules changes, a party cannot waive its negotiations rights. I dismiss the City's reliance on this clause.

Accordingly, based upon the entire record and the analysis set forth above, I make the following:

CONCLUSIONS OF LAW

The City of Burlington violated N.J.S.A. 34:13A-5.4(a)(5) when it failed to negotiate with CWA before changing employee pay days from Thursdays after 3:00 p.m. to Fridays after 11:00 a.m.

RECOMMENDED ORDER

I recommend that the Commission ORDER the City of Burlington to:

A. Cease and desist from:

1. Refusing to negotiate in good faith with CWA concerning terms and conditions of employment of bargaining unit members, specifically the day and time employees are to receive their paychecks.

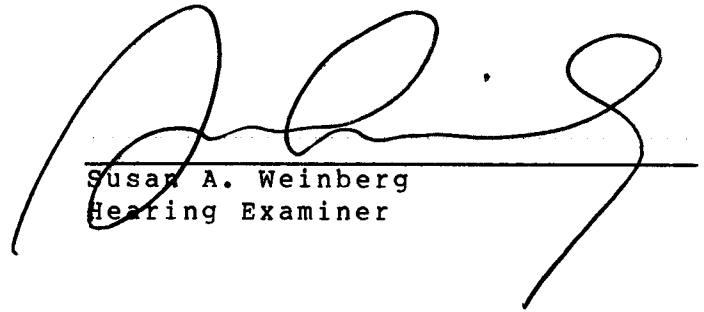
B. Take the following affirmative action:

1. Restore the status quo ante by rescinding the directive to department heads that employee payroll checks are to be picked up on Fridays at 11:00 a.m. and return to the past practice of distributing employee paychecks on Thursdays after 3:00 p.m.

2. Negotiate in good faith with CWA over any proposed change in the day or time employees receive their paychecks.

3. Post in all place where notices to employees are customarily posted, copies of the attached notice marked as Appendix "A". Copies of such notice on forms to be provided by the Commission shall be posted immediately upon receipt thereof and, after being signed by the Respondent's authorized representative, shall be maintained by it for at least sixty (60) consecutive days. Reasonable steps shall be taken to ensure that such notices are not altered, defaced or covered by other materials.

4. Notify the Chairman of the Commission within twenty (20) days of receipt what steps the Respondent has taken to comply with this order.



Susan A. Weinberg
Hearing Examiner

Dated: April 18, 1989
Trenton, New Jersey

NOTICE TO ALL EMPLOYEES

PURSUANT TO

AN ORDER OF THE

PUBLIC EMPLOYMENT RELATIONS COMMISSION

and in order to effectuate the policies of the

NEW JERSEY EMPLOYER-EMPLOYEE RELATIONS ACT,

AS AMENDED

We hereby notify our employees that:

WE WILL cease and desist from refusing to negotiate in good faith with CWA concerning terms and conditions of employment of bargaining unit members, specifically the day and time employees are to receive their paychecks.

WE WILL rescind the directive to department heads that employee payroll checks are to be picked up on Fridays at 11:00 a.m. and return to the past practice of distributing employee paychecks on Thursdays after 3:00 p.m.

WE WILL negotiate in good faith with CWA over any proposed change in the day or time employees receive their paychecks.

Docket No. CO-H-89-14

City of Burlington

(Public Employer)

Dated _____

By _____

(Title)

This Notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced or covered by any other material.

If employees have any question concerning this Notice or compliance with its provisions, they may communicate directly with the Public Employment Relations Commission, 495 West State St., CN 429, Trenton, NJ 08625 (609) 984-7372.