

P.E.R.C. NO. 92-105

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

CAPE MAY COUNTY SHERIFF  
and CAPE MAY COUNTY,

Respondents,

-and-

Docket No. CO-H-92-225

CAPE MAY COUNTY SHERIFF'S  
DEPARTMENT, PBA LOCAL NO. 59

Charging Party.

SYNOPSIS

The Chairman of the Public Employment Relations Commission, pursuant to authority granted to him by the full Commission, grants a request for Special Permission to Appeal filed by the Cape May County Sheriff and Cape May County. The respondents sought an order deferring to binding arbitration an unfair practice charge filed by the Cape May County Sheriff's Department, PBA Local No. 59. The charge alleges that the respondents violated the New Jersey Employer-Employee Relations Act when they changed health care carriers without negotiations and failed to provide information sufficient to determine if the new coverage is comparable. The Chairman reiterates that deferral is the preferred mechanism when a charge essentially alleges a violation of subsection 5.4(a)(5) interrelated with a breach of contract.

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Appearances:

For the Respondent, Gruccio, Pepper, Giovinazzi, DeSanto & Farnoly, P.A., attorneys (Lawrence Pepper, Jr., of counsel)

For the Charging Party, Loccke & Correia, P.A., attorneys (Michael J. Rappa, of counsel)

DECISION AND ORDER

On January 22, 1992, the Cape May County Sheriff's Department, PBA Local No. 59 filed an unfair practice against the Cape May County Sheriff and Cape May County. The charge alleges that the respondents violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically subsections 5.4(a)(1), (3), (5) and (7),<sup>1/</sup> when they changed health care

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of

carriers without negotiations and failed to provide information sufficient to determine if the new coverage is comparable. The charge further alleges that employees have determined that the local hospital and many doctors will not accept the new carrier for purposes of payment up front as they would with the old carrier.

On February 6, 1992, interim relief was denied and on February 24, a Complaint and Notice of Hearing issued. On March 11, the respondents filed their Answer and moved for special permission to appeal. The respondents claim that they acted in accordance with the parties' collective negotiations agreement and that the dispute should be deferred to binding arbitration. The PBA has not opposed the motion.

In Stafford Tp. Bd. of Ed., P.E.R.C. No. 90-17, 15 NJPER 527 (¶20217 1989), I deferred a similar dispute to binding arbitration. Deferral is the preferred mechanism when a charge essentially alleges a violation of subsection 5.4(a)(5) interrelated with a breach of contract.

Accordingly, acting pursuant to authority granted to me by the full Commission, I grant special permission to appeal and order that this matter be deferred to the parties' negotiated grievance

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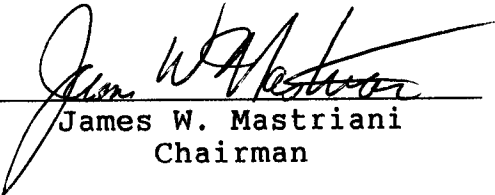
1/ employees in an appropriate unit concerning terms and conditions terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative. (7) Violating any of the rules and regulations established by the commission."

procedure culminating in binding arbitration. The Commission shall retain jurisdiction. See East Windsor Bd. of Ed., E.D. No. 76-6, 1 NJPER 59 (1976).

ORDER

Special permission to appeal is granted. This matter is deferred to the parties' negotiated grievance procedure culminating in binding arbitration. Jurisdiction is retained.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

DATED: April 6, 1992  
Trenton, New Jersey