

STATE OF NEW JERSEY  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

JERSEY CITY MEDICAL CENTER,

Respondent,

-and-

Docket No. CO-80-96-108

UNITED NURSES ORGANIZATION,

Charging Party.

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JERSEY CITY MEDICAL CENTER,

Respondent,

-and-

Docket No. CO-80-97-109

UNITED PHARMACISTS ORGANIZATION,

Charging Party.

SYNOPSIS

In an unfair practice proceeding, the Commission affirms a Hearing Examiner's decision that the Jersey City Medical Center did not violate N.J.S.A. 34:13A-5.4(a)(5) when the Medical Center unilaterally imposed a \$1.00 per diem fee on employees who parked their cars in a parking facility that had recently been leased by the Medical Center from an agency that had previously allowed the employees to park their cars without cost.

Also, the Commission adopts a Hearing Examiner's recommendation that the charge alleging a violation of N.J.S.A. 34:13A-5.4(a)(1), (3) and (7) be dismissed because no evidence had been offered by the Charging Parties that was sufficient to prove the alleged violations.

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UNITED PHARMACISTS ORGANIZATION,

Charging Party.

Appearances:

For the Respondents, Lamb, Hutchinson, Chappel,  
Ryan & Hartung, Esqs. (Mary B. Rogers, Esquire)

For the Charging Parties, Philip Feintuch, Esquire

DECISION AND ORDER

On October 16, 1979, the United Nurses Organization ("UNO") filed an unfair practice charge against the Jersey City Medical Center ("Medical Center" or "Hospital") (C-2). The charge alleged that the Medical Center violated Subsections 5.4(a) (1), (3), (5) and (7)<sup>1/</sup> of the New Jersey Employer-Employee

1/ 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 employees in an appropriate unit concerning terms and conditions of

(Continued)

Relations Act, N.J.S.A. 34:13A-1 et seq., as amended, (the "Act") when on or about October 8, 1979, it "...unilaterally and without negotiation imposed a \$1.00 fee per diem to park on exactly the same premises as the nurses formerly enjoyed free parking."

On October 16, 1979, the United Pharmacists Organization ("UPO") filed an identical charge against the Medical Center (C-2).

On May 23, 1980, the Director of Unfair Practices issued two Complaints on the UNO and UPO charges. The same day, the Director consolidated the two cases (C-1) and issued a Notice of Hearing assigning Hearing Examiner Dennis J. Alessi.

On June 6, 1980, a hearing was held on the two charges, at which time all parties had an opportunity to produce documentary and testimonial evidence and to argue orally. Following the close of the hearing and the submission by the parties of post-hearing briefs and reply briefs (the last of which was filed October 9, 1980), Hearing Examiner Alessi resigned from the Commission. Hearing Examiner Robert E. Anderson was subsequently assigned to the consolidated cases and he issued his Recommended Report and Decision on November 17, 1980, H.E. No. 81-19, 6 NJPER \_\_\_\_\_ (¶ \_\_\_\_\_ 1980). No exceptions have been filed by any party and the matter is now properly before the Commission for decision.

1/ (Continued) 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."

The pertinent facts in this matter, many of which were stipulated by all parties are set forth in the Hearing Examiner's Recommended Decision at pages 3-10. Upon review of the entire record, and in the absence of exceptions from any party, we conclude that the Hearing Examiner's findings of fact are supported by substantial evidence on the record and they are hereby adopted.

Briefly, employees in both units were able to use a vacant lot across the street (known as the "Cornelison Avenue lot) to park their vehicles free of charge. This arrangement existed from 1960 until the end of September, 1979. During this entire period, the Medical Center did not own, lease or otherwise have control over the Cornelison Avenue lot which was owned at different times by several private companies and public bodies. In September of 1979, the lot was owned by the New Jersey Economic Development Authority ("NJEDA") which closed the lot on September 29, 1979.

When the lot did not reopen as had been promised the next week Medical Center employees threatened a job action. In response, the Medical Center entered into a lease arrangement with the NJEDA (which had been looking for a lessee for the property) whereby the Medical Center would pay an annual rental of \$12,000 and the sum of \$52,000 to pay for improvements previously made by the NJEDA. After estimating its break-even costs, the Medical Center imposed a fee of \$1.00 per day.

The Hearing Examiner concluded that the Medical Center did not violate N.J.S.A. 34:13A-5.4(a)(5) as the Charging Parties

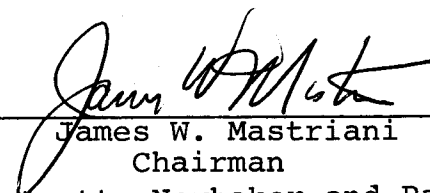
failed to prove that the availability of free parking was a condition of their employment established by past practice. The Hearing Examiner relied primarily upon the fact that the Medical Center, prior to its lease with NJEDA, had no legal control over the lot and any de facto control it may have exercised was de minimis. We agree with the reasoning of the Hearing Examiner which is more fully set forth in his Recommended Report and Decision. While we note, as did the Hearing Examiner, that the provision of parking facilities for employees is a term and condition of employment,<sup>2/</sup> and is mandatorily negotiable, we find that the Medical Center, based upon the facts adduced herein did not alter any working condition in this case since free parking had never been a term and condition of employment for these employees.

We also agree with the Hearing Examiner's findings that no evidence was adduced in either case which was sufficient to prove violations of N.J.S.A. 34:13A-5.4(a)(1), (3) or (7).

ORDER

The Complaints in Docket Nos. CO-80-96-108 and CO-80-97-109 are hereby dismissed in their entirety.

BY ORDER OF THE COMMISSION

  
James W. Mastriani  
Chairman

Chairman Mastriani, Commissioners Hartnett, Newbaker and Parcels voted in favor of this decision. Commissioner Hipp voted against the decision. Commissioner Graves was not present.  
DATED: Trenton, New Jersey  
January 20, 1981  
ISSUED: January 21, 1981

<sup>2/</sup> See In re Byram Tp. Bd. of Ed., P.E.R.C. No. 76-17, 2 NJPER 143, 146 (1976), affirmed 152 N.J. Super 12 (App. Div. 1977).

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UNITED PHARMACISTS ORGANIZATION,

Charging Party.

SYNOPSIS

A Hearing Examiner of the Public Employment Relations Commission recommends that the Commission dismiss in their entirety two Complaints which the United Nurses Organization ("UNO") and United Pharmacists Organization ("UPO") filed against the Jersey City Medical Center ("Medical Center"). UNO and UPO contended that the Medical Center's unilateral decision to charge its employees a \$1.00 per day parking fee for use of a certain parking lot contravened a contractual clause preserving past practices. The Hearing Examiner finds that prior to October, 1979, the Medical Center did not have any legal control or meaningful actual control over the lot. Therefore, the free parking the employees enjoyed prior to October, 1979, was not a benefit which the Medical Center had agreed to provide, but rather a gratuity received from the legal owners of the lot.

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.

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Appearances:

For the Respondents

Lamb, Hutchinson, Chappell, Ryan & Hartung, Esqs.  
(Mary B. Rogers, Esq.)

For the Charging Parties

Philip Feintuch, Esq.

HEARING EXAMINER'S RECOMMENDED  
REPORT AND DECISION

On October 16, 1979, the United Nurses Organization ("UNO") filed an unfair practice charge against the Jersey City Medical Center ("Medical Center" or "Hospital") (C-2). The charge alleged that the Medical Center violated subsections 5.4(a)(1), (3), (5), and (7) of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended ("Act") when on or about October 8,

1979, it "...unilaterally and without negotiation imposed a \$1.00 fee per diem to park on exactly the same premises as the nurses formerly enjoyed free parking."

On October 16, 1979, the United Pharmacists Organization ("UPO") filed an identical charge against the Medical Center (C-2).

On May 23, 1980, the Director of Unfair Practices issued two Complaints on the UNO and UPO charges. The same day, the Director consolidated the two cases (C-1) and issued a Notice of Hearing before Hearing Examiner Dennis J. Alessi.

On June 4, 1980, the Medical Center advised Hearing Examiner Alessi by letter that it wished its previous Statement of Position, filed December 6, 1979, as well as its proposed Stipulations dated January 28 and April 29, 1980, to serve as its Answer to the two unfair practice charges.

On June 6, 1980, a hearing was held on the two charges. Hearing Examiner Alessi initially read a long stipulation of facts into the record (Tr. 5-13). The parties then presented testimony directed to two factual areas: (1) the nature of discussions over parking privileges during the last two sets of contract negotiations, and (2) the nature of any representations which Hospital employees may have made to applicants and new hires (Tr. 96). The Hearing Examiner afforded all parties an opportunity to examine witnesses, to present evidence, and to argue orally.

On August 8, 1980, the Medical Center filed its post-hearing brief. On September 2 and October 9, 1980, UNO and UPO filed a post-hearing brief and a reply brief. When Hearing Examiner



Alessi subsequently resigned from the Public Employment Relations Commission, the Commission, pursuant to N.J.A.C. 19:14-6.4, caused the designation of the undersigned for the purpose of the issuance of a proposed decision and order on the record as made.

Findings of Fact

Upon the entire record in this matter, the undersigned finds:

1. The Jersey City Medical Center is a public employer subject to the Act (Tr. 6).
2. The United Nurses Organization and the United Pharmacists Organization are employee organizations subject to the Act (Tr. 6).
3. There are two areas near the Medical Center which nurses have used for parking: (1) the "on-call" lot (50 parking spaces) located immediately behind the Medical Center, and (2) a larger lot (371 spaces) diagonally across Cornelison Avenue ("Cornelison Avenue lot") from the Medical Center (Tr. 16-17, 30). Three shifts of nurses work at the Medical Center; each shift includes many more than 50 nurses (Tr. 31).
4. Pursuant to a Hospital directive, nurses have not used the "on-call" lot during the last five or six years (Tr. 18); the existence of parking privileges in this lot is not part of the instant dispute.
5. Nurses have parked in the Cornelison Avenue lot dating back to at least 1960 (Tr. 15-17). Prior to the early 1970's, the following entities owned parts of the land on which the

lot was situated: Motor Freight Express, Kimberly-Clark, the Jersey City Housing Authority, and the City of Jersey City. In the early 1970's, the Jersey City Redevelopment Agency declared certain Jersey City blocks, including the Cornelison Avenue lot, to be blighted areas and condemned these blocks as part of the Montgomery Street Urban Renewal Project No. NJR-135 ("Project"). On November 1, 1978, the Jersey City Redevelopment Agency sold the entire parcel of land constituting the Project to the New Jersey Economic Development Authority ("NJEDA") for \$983,950.00; the deed specified that the NJEDA would develop this area for light industrial and manufacturing purposes (Tr. 6-7).

6. After this purchase, NJEDA negotiated with the Jersey City Parking Authority for a lease of the land as a parking lot. Negotiations resulted in an unexecuted contract (R-1). In anticipation of the contract's execution, NJEDA spent over \$52,000 on the construction and installation of certain improvements, including grading, paving, fences, chains, locks, lights, parking lines and landscaping during the period of June through October 1979. The Medical Center played no role in authorizing or making these improvements. The contemplated lease with the Jersey City Parking Authority never came to fruition (Tr. 7-8).

7. On Thursday, September 27, 1979, NJEDA notified the Medical Center that it would close the lot for line painting the next day. When the lot, contrary to NJEDA's representations, was not reopened the following Monday, October 1, the Assistant Executive Director of the Medical Center contacted NJEDA and learned the lot

would be open the next day. However, NJEDA failed to open the lot on October 2, 1979. On October 3, 1979, NJEDA and Medical Center representatives met and discussed the lot; NJEDA then informed the Medical Center that the lot would remain chained and closed until such time as NJEDA entered into a written lease with another entity (Tr. 9).

8. Employees of the Medical Center then threatened the Medical Center with a job action. In response to this possibility, the Medical Center entered into a two-year lease of the premises with NJEDA, effective October 4, 1979. This lease required the Medical Center to pay \$12,000 annual rent and \$52,000 for the previous improvements. NJEDA has the right to terminate the lease upon 90 days' notice to the Medical Center (Tr. 9-10; R-2).

9. The Medical Center estimated that the annual expenses for salaries, snow removal, insurance, etc., would total about \$105,534 for the 371-space lot (R-4B). Based on an estimated 60-80% occupancy rate during the seven days per week the lot is open, the Medical Center estimated a per diem cost per car of between \$1.30 and \$0.97. The Medical Center, without any past experience in setting fees, decided to charge a \$1.00 per day parking fee in order to make the cost to users as low as possible and to ease collection of the fee. If a user purchased a book of tickets, each ticket would cost \$0.90 per day (Tr. 10-11).

10. In order to operate the lot safely, the Medical Center forewent a contemplated layoff of personnel (Tr. 57-58).

11. During the period October 9 through December 3, 1979, the Medical Center received daily parking lot income of \$142.13, an

income rate which would produce one-half of annual expenses (R-4A). From January 1 through April 11, 1980, the Medical Center received daily parking lot revenue of \$280.00 per day, a little below the break-even figure (R-4C) (Tr. 11).

12. Medical Center employees are not the sole users of the Cornelison Avenue parking lot. In addition, hospital visitors and employees of the Jersey City Board of Education, Pollock Hospital the Jersey City Department of Human Resources, and the City of Jersey City use the parking lot and pay the \$1.00 parking fee (Tr. 11, 33).

13. The present contract agreement, effective January 1, 1979 through December 31, 1980, between UNO and the Medical Center and all previous contracts between these parties are silent on the issue of employee parking (Tr. 6; J-2). Article II requires the Medical Center to notify UNO of proposed new rules and modifications of existing rules governing working conditions as soon as possible and requires prior negotiations before said rules are established. Article XXXVIII requires the Medical Center to maintain and continue all rights, privileges and benefits which members of the bargaining unit have heretofore enjoyed (J-2).

14. UNO's grievance chairperson testified that she took part in the negotiations for the 1979-80 contract. According to the chairperson, UNO raised snow removal, security, and maintenance as items of concern with respect to the Cornelison Avenue lot; the Medical Center responded that it planned to build a parking garage, but that it would try to improve security, maintenance, and

snow removal in the interim (Tr. 40-42). She testified that at various times in the past, the Medical Center's attorney, either Frank Hayes or Joseph Ryan, had informed UNO that a contractual clause on parking was not necessary since employees had always enjoyed the benefit of parking (Tr. 43-45). However, she could not specify the time, location, or the persons involved in any particular discussion (Tr. 46). Further, the UNO President testified that she helped negotiate the 1979-80 contract, but she could not recall any discussions concerning parking (Tr. 15, 23).

15. Joseph Ryan testified that he represented the Medical Center in its negotiations with UNO for the current contract and its predecessor. Frank Hayes had represented the Medical Center in previous negotiations during the mid-1970's (Tr. 47-48). He testified that there were no discussions relative to parking lot maintenance and snow removal during the last two sets of negotiations; the parties only touched upon the personal safety of nurses going to their cars (Tr. 48-49). Specifically, no one represented that parking in the Cornelison Avenue lot was a standard benefit, and that, therefore, a contractual clause was not necessary (Tr. 49). Finally, Ryan recalled that during the October, 1977 negotiations, the UNO submitted a written proposal requiring the Medical Center to supply adequate and safe parking spaces at a minimum cost to each nurse and to give nurses priority if a parking garage was erected (Tr. 50-52; R-5) (emphasis supplied). Based on the conflict between the grievance chairperson's and the UNO president's versions of negotiations and the contrast between Ryan's specificity and the grievance chairperson's

failure to offer supporting details or documentary evidence, the undersigned credits Ryan's testimony.

16. The present contract agreement, effective January 1, 1979, through December 31, 1981, between UPO and the Medical Center and all previous contracts between these parties are silent on the issue of employee parking (Tr. 6; J-1). The preamble provides that the contract is a complete and final understanding on all bargainable issues between the parties and under Article XV, the Medical Center retains the right to manage and control its properties and facilities (J-1).

The parties introduced no testimony concerning previous negotiations between UPO and the Medical Center.

17. The nurse recruiter for the hospital from 1972-74 testified that hospital officials instructed her to tell, and she did tell, applicants who asked about parking that there was ample free parking in the Cornelison Avenue lot (Tr. 20-21). While training her replacement, she observed the replacement give some applicants the same information (Tr. 21-22). The nurse recruiter during the last three years testified that prior to October 1979, she told applicants who asked that day-shift nurses could park for free in the Cornelison Avenue lot (83-84); one prior applicant corroborated this testimony (Tr. 94). The present recruiter said she assumed that before October 1979, free parking was a benefit, but she admitted that she had not mentioned free parking on either a list of benefits she drew up (Tr. 85-86; R-6) or in a series of advertisements for nurses which she authored (Tr. 93; R-7A-H).

18. The parties introduced no testimony concerning the recruitment of pharmacists.

19. The president of the UNO testified that prior to October 1979, nurses had complained about the cleanliness of the lot, its lighting, and the accumulation of snow and that in response, the Medical Center sent over its own personnel and equipment to clear the lot and remove snow (Tr. 26-27, 29). When nurses complained about frequent purse snatchings, the Medical Center stationed a security guard outside the back of the main building (Tr. 31). In addition, she testified that prior to 1973, there was a sign on Cornelison Avenue identifying Medical Center parking (Tr. 32).

20. The Medical Center's Assistant Executive Director testified that in 1978 and 1979, he responded to nurses' complaints about parking lot maintenance and snow removal by stating that the Medical Center did not own or control the large lot. He would volunteer to call the city to ask for help and occasionally he received it (Tr. 53). He did not know of any hospital employees plowing snow or cleaning the large parking lot prior to October 1979 (Tr. 53).

21. The Medical Center's Chief of Security testified that since 1976, his security department had not controlled the parking lot in question or stationed a guard there regularly. On one occasion for a ten-day period, his men observed the parking lot with binoculars (Tr. 77). He instructed his guards, in the event of a problem in that lot, to call the Jersey City Police Department, and they did so (Tr. 74). He testified that Hudson County, the New Jersey College of Medicine and Dentistry, and the City of Jersey City did

all the snowplowing between 1955 and October 1979 with their own equipment (Tr. 74-75). He removed the sign in the parking lot which the union president had observed; this sign stated: "Parking, NJC -- Medicine and Dentistry" on it (Tr. 75). Public Service Gas and Electric owns the lightpoles on the lot. When the Medical Center assumed control of the lot in October 1979, it petitioned Public Service Gas and Electric to turn on the lights (Tr. 81).

22. Because the hospital's Assistant Executive Director and Chief of Security were in a better position than the UNO president to have pertinent information concerning the amount of control hospital employees actually exercised over the lot and because they supplied more detailed information, the undersigned credits their testimony.

23. None of the parties presented any testimony concerning any complaints pharmacists may have made about parking lot conditions or, if any, the responses which the Medical Center made.

#### Analysis

N.J.S.A. 34:13A-5.3 provides, in pertinent part: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established." N.J.S.A. 34:13A-5.4(a)(5) makes a refusal to enter into such negotiations a prohibited practice subject to the sanctions of the Act.

UNO contends that the Medical Center violated its duty to negotiate in good faith when it modified an allegedly existing working condition -- free parking -- without securing UNO's prior consent. UNO admits that no contractual provisions explicitly and specifically



make free parking an existing working condition. Instead, UNO argues that the parties implicitly agreed that free parking was an existing benefit when they negotiated a clause preserving all rights, privileges, and benefits enjoyed by bargaining unit members against a background of years of free parking.

I believe that UNO has failed to meet its burden of proving an implicit agreement making free parking in the Cornelison Avenue lot an existing employer-given benefit prior to October, 1979. In re Hudson County Board of Chosen Freeholders and Hudson County P.B.A. Local 51, P.E.R.C. No. 78-48, 4 NJPER 87 (1978), aff'd App. Div. No. A-2444-77 (4/9/79). At most, the evidence shows that the nurses unilaterally enjoyed a practice prior to October 1979 of parking in the Cornelison Avenue lot without paying. A unilateral practice, standing alone, is not tantamount to an implicit agreement to make that practice a binding condition of employment. See In re Wayne County Labor Relations Board and AFSCME, Local 1659, 64 LA 635 (1975) (in absence of mutual agreement otherwise, free parking constituted a gratuity, not a binding condition of employment); National Broadcasting Co., Inc., 67 LA 989 (1976) (evidence showed that employees could park free because parking was available, not because parties had agreed upon cost-free parking as a legally binding matter).

The most important fact in this case is that the Medical Center had absolutely no legal power over the Cornelison Avenue lot prior to October, 1979. Thus, the lot's owners at any time could have decided to charge persons wishing to use the lot. Indeed, NJEDA's desire to charge precipitated the instant controversy. In light of

the Medical Center's complete lack of legal control, there can be no basis for finding an implicit agreement that the Center would provide free parking at the Cornelison Avenue lot as a benefit for its employees. Compare In re Mercer County Park Commission and PBA Local 288, P.E.R.C. No. 81-43, 6 NJPER (October 1, 1980); In re City of Asbury Park and Asbury Park PBA Local No. 6, P.E.R.C. No. 79-101, 5 NJPER 260 (¶10148, 1979) (contract proposals which do not relate exclusively to the employment relationship between unit members and their public employer and which attempt to control the actions of third parties are illegal).

Not only did the Medical Center not have any legal power over the Cornelison Avenue lot, the actual control it exercised over the lot can only be characterized as de minimis. Even accepting arguendo the evidence of alleged control adduced by UNO's president, this evidence does not establish a basis for implying an agreement that the Medical Center would provide free parking at the lot for its employees. Instead, UNO's evidence shows only that the Medical Center would not prevent its employees from parking in the Cornelison Avenue lot and would occasionally assist its employees in parking there, so long as the legal owners took no steps to prevent this parking.

In addition, the Medical Center did not present free parking as a benefit it provided its employees. Thus, its advertisements and its documents listing employee benefits made no reference to free parking. When asked, the nurse recruiters told applicants that nearby free parking existed, but did not go so far as to state that the Medical Center provided this parking as an employee benefit.

Finally, the evidence pertaining to parking discussions during the last two contract negotiations demolishes any basis for finding an implied agreement that the Medical Center would afford its employees free parking. Both the union president and the Medical Center's head negotiator testified that the Hospital made no representations concerning free parking. Further, a UNO proposal (R-5) constituted the only documentary evidence on the substance of contract negotiations and clearly showed that both parties contemplated that the Hospital would charge its employees for any parking facilities it purchased and provided for their benefit.

In sum, UNO has proven only that prior to October, 1979, its nurses used free parking facilities near, but not owned by, the Medical Center. The Hospital's knowledge and even condonation of this practice is not sufficient to convert the nurses' unilateral action into a legally binding implied agreement that the Hospital would continue to provide free parking. National Broadcasting Co., Inc., supra. Accordingly, the undersigned does not believe that the Medical Center modified an existing rule governing working conditions in violation of N.J.S.A. 34:13A-5.4(a)(5).<sup>1/</sup>


<sup>1/</sup> UNO concentrated its entire case upon its belief that the contract prevented the Medical Center from changing an alleged past practice of free parking. UNO has not asserted that the Medical Center had any duty to negotiate a parking charge before implementation because the change constituted a proposed new rule governing working conditions within the meaning of N.J.S.A. 34:13A-5.3. In fact, under our case law, once an employer acquires parking facilities, it has a duty to negotiate over the provision of parking to its employees. In re Byram Township Board of Education and Byram Township Education Assn., P.E.R.C. No. 76-27, 2 NJPER 143, 146 (1976), aff'd 152 N.J. Super. 12, 27-30 (1977). Of course, contrary to a situation in which a binding working condition already exists, an employer may impose a parking fee on its own after good faith negotiations have resulted in an impasse. Since UNO did not demand to negotiate over a proposed new rule -- perhaps because it did not want to concede the employer's right to fix a fee in the event of impasse -- and since UNO has not pressed the proposed new rule theory at any time, the undersigned will not find a violation of §(a)(5) on that basis.

UNO's remaining contentions clearly lack merit. There is no evidence whatsoever suggesting that the Medical Center charged a parking fee in order to discourage union activity or that the imposition of the parking fee interfered with, restrained or coerced employees in the exercise of any rights protected by the Act in violation of either N.J.S.A. 34:13A-5.4(a)(1) or (3). To the contrary, the Medical Center appears to have done its employees a significant favor by entering into a lease for the Cornelison Avenue lot when it had no obligation to do so and by charging its employees a parking fee below the amount necessary to meet its expenses in leasing and operating the lot. Finally, UNO has not cited any rules or regulations of the Commission which the Medical Center allegedly violated in contravention of N.J.S.A. 34:13A-5.4(a)(7).

UPO presented no testimony whatsoever to support its unfair practice charge against the Medical Center, and, accordingly, no basis exists for finding that the Medical Center violated N.J.S.A. 34:13A-5.4(a)(1), (3), (5) or (7) with respect to UPO.

Recommendation

Based on the above, the undersigned recommends that the Commission dismiss in their entirety the two Complaints filed by UNO and UPO against the Medical Center.

  
Robert E. Anderson, Jr.  
Hearing Examiner

DATED: November 17, 1980  
Trenton, New Jersey