

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

ETHICON, A JOHNSON & JOHNSON COMPANY

AND

Case 22-CA-089085

LOCAL 630, NEW YORK NEW JERSEY REGIONAL
JOINT BOARD, WORKERS UNITED, SEIU

COUNSEL FOR THE ACTING GENERAL COUNSEL'S STATEMENT OF
EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board (the "Board"), Counsel for the Acting General Counsel (the "General Counsel") hereby files exceptions to the Decision ("ALJD") of Administrative Law Judge ("ALJ") William Nelson Cates, dated May 28, 2013. In his decision the ALJ made an error in his legal finding and recommended remedy regarding Respondent's unlawful refusal to provide information related to subcontracting and the filling of "open" maintenance jobs at Respondent's Somerville, New Jersey facility. Specifically, the exceptions are:

The ALJ erred as a matter of law by finding Respondent was not obligated to provide the information the Union contends was not provided. (ALJD page 11, lines 45-46)

1. The ALJ erred as a matter of law by finding that the relevance of the non-unit information was not established and the information's relevance was not apparent to the Respondent from the surrounding circumstances. (ALJD page 11, line 45 – page 12, line 2)

2. The ALJ erred by making a conclusion that no credible evidence was presented that the Respondent's actions related to subcontracting violated the parties collective-bargaining agreement. (ALJD page 12, lines 4-6)

3. The ALJ erred in finding that the Union has been provided the exact nature of the work to be provided by subcontractors. (ALJD page 12, lines 32-33)

4. The ALJ erred in finding that the Union needed to, but failed, to establish that the Respondent somehow justified its subcontracting on costs. (ALJD page 13, lines 7-9 and page 13, lines 18-20)

5. The ALJ erred in finding that the government presented no valid evidence the Respondent violated the parties' collective bargaining agreement by subcontracting work, or that its contracting those types of work had caused the erosion of bargaining unit work. (ALJD page 13, lines 34-35 and 36-37)

6. The ALJ erred in finding that the Union was unable to identify whether the subcontractor employees it observed were performing work specifically permitted by the parties collective-bargaining agreement or not. (ALJD page 13, lines 39-41)

7. The ALJ erred in finding that the Union's contention it needed the non-provided subcontractor costs-related information including the actual vendor contracts to put together a comprehensive plan for negotiating with the Respondent during bargaining does not establish its relevance here. (ALJD page 14, lines 11-14)

8. The ALJ erred in failing to recommend that the Board order Respondent to cease and desist from refusing to provide the Union with information requested in its May 15, 2012 letter. (ALJD page 14, lines 31-34)

9. The ALJ erred in concluding that the evidence does not establish Respondent committed the violations alleged in the complaint. (ALJD page 14, lines 43-44)

10. The ALJ erred in recommending that the complaint be dismissed. (ALJD page 15, lines 1-6)

Dated: Newark, New Jersey
July 9, 2013

Respectfully submitted,



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