



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102-3115
Tel.: 973-645-2100
Fax.: 973-645-3852

November 5, 2013

By Electronic Filing

Gary Shinnars, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570-0001

Re: Care One at Madison Avenue, LLC d/b/a Care One at Madison Avenue
Case Nos.: 22-CA-085127 and 22-CA-089333

Dear Mr. Shinnars:

Please consider this letter brief as Counsel for the Acting General Counsel's Answering Brief to Care One at Madison LLC d/b/a Care One at Madison Avenue's ("Respondent") Exceptions to the Administrative Law Judge's Decision ("ALJD") in the above-referenced case.

It is respectfully submitted that the issues raised by Respondent in its exceptions have been thoroughly dealt with in the ALJD for which ample support is found in the record. Therefore, rather than engage in a point by point analysis of the evidence relating to each of Respondent's exceptions, Counsel for the Acting General Counsel ("General Counsel") will address the issues raised by Respondent in a limited manner, and instead, rely primarily upon the Administrative Law Judge's ("ALJ") Statement of the Case, Findings of Fact and Conclusions of Law.¹

¹ In the instant case, and pursuant Section 102.35(a)(9) of the Board's Rules and Regulations, the parties waived a formal unfair labor practice hearing and instead requested that the ALJ make her findings of facts, conclusion of law and issue a remedial Order based on the parties' stipulated record. The ALJ, granting the parties' motion, based the

Exception 1:

Respondent incorrectly asserts that the General Counsel was without power to prosecute, and that the ALJ was without power to decide, the instant case. As the ALJ points out, Respondent's contentions have been addressed and rejected by the Board. Respondent cites *Noel Canning v. NLRB*, 705 F.3d 490 (D.C. Cir. 2013), *cert. granted*, 133 S. Ct. 2861 (Jun. 24, 2013), *NLRB v. New Vista Nursing & Rehabilitation*, 719 F.3d 203 (3d Cir. 2013), *petition for reh'g filed*, Nos. 11-3440, 12-1027, 12-1936 (July 1, 2013), and *NLRB v. Enterprise Leasing Co. Southeast, LLC*, 722 F.3d 609 (4th Cir. 2013). However, as discussed below, Respondent's claims are simply incorrect. Regardless of the issue of the Board's composition, the Acting General Counsel has independent authority to issue and prosecute complaints. *Bloomington's, Inc.*, 359 NLRB No. 113, slip op. at 1 (Apr. 30, 2013) (“[u]nder the NLRA, the General Counsel is an independent officer appointed by the President and confirmed by the Senate, and staff engaged in the investigation and prosecution of unfair labor practices are directly accountable to the General Counsel.”) (citing 29 U.S.C. § 153(d); *NLRB v. United Food & Commercial Workers Union, Local 23*, 484 U.S. 112, 127-28 (1987); *NLRB v. FLRA*, 613 F.3d 275, 278 (D.C. Cir. 2010)). Thus, “[t]he authority of the General Counsel to investigate unfair labor practice charges and prosecute complaints derives not from any ‘power delegated’ by the Board, but rather directly from the language of the NLRA.” *Id.* Accordingly, contrary to Respondent, both the

ALJD on the submitted stipulated record, consisting of the formal papers, the parties' Joint Stipulation of Facts (“Stipulation”) together with supporting exhibits, a statement of issues presented and the parties' respective statement of position. All references to facts contained in the parties' Stipulation are noted as “JS” followed by a dash and the stipulation paragraph number. All references to the Stipulation Exhibits are noted as “Jx” followed by a dash and the exhibit number. References to the ALJD will be designated by the page number and lines divided by a colon (i.e. ALJD page: lines).

Acting General Counsel's and, in turn, the Regional Director's, authority to issue and prosecute the complaint are unaffected by any issue concerning the composition of the Board.²

Similarly, any issue regarding the composition of the Board does not affect the Board's longstanding delegation of authority to ALJs. ALJs have possessed the authority to hold hearings on the Board's behalf since 1936. *See* General Rules and Regulations, 1 Fed. Reg. 207, 209 (Apr. 18, 1936) (designating trial examiners (now called ALJs) as agents responsible for hearings); Secs. 102.34-35, Board's Rules and Regulations (designating ALJs as agents responsible for hearings). Any assertion that delegees may not exercise delegated authority fails to account for the Supreme Court's decision in *New Process Steel, LP v. NLRB*, 130 S.Ct. 2635 (2010). In *New Process*, the Supreme Court, refusing to rely on language in the D.C. Circuit's *Laurel Baye*³ decision, stated that its "conclusion that the delegee group ceases to exist once there are no longer three Board members to constitute the group does not cast doubt on the prior delegations of authority to nongroup members, such as the regional directors or the general counsel." 130 S.Ct. at 2643 n.4. Indeed, since *New Process*, four Courts of Appeal have held that valid prior delegations of Board authority survive a loss of Board quorum. *See Kreisberg v. Healthbridge Management, LLC*, ___ F.3d ___, 2013 WL 5614101 at *6 (Oct. 15, 2013); *Frankl v. HTH Corp.*, 650 F.3d 1334, 1354 (9th Cir. 2011), *cert. denied* 132 S.Ct. 1821 (2012); *Overstreet v. El Paso Disposal, LP*, 625 F.3d 844, 853 (5th Cir. 2010); *Osthus v. Whitesell Corp.*, 639 F.3d 841, 844 (8th Cir. 2011). For these reasons, it is respectfully submitted that the Board reject Respondent's Exception 1.

² The General Counsel has delegated the authority to the Regional Directors for issuing complaints. *See United Elec. Contractors Ass'n v. Ordman*, 258 F.Supp. 758, 760 (D.C.N.Y. 1965), *aff'd*, 366 F.3d 776 (2d Cir. 1966).

³ *Laurel Baye Healthcare of Lake Lanier, Inc. v. NLRB*, 564 F.3d 469, 475 (D.C. Cir. 2009).

Exceptions 2 through 11:

In these exceptions, Respondent takes issue with the ALJ's findings, legal analysis and conclusion that the "Get the Facts" leaflet, distributed by Respondent during the critical period, unlawfully threatened employees with job loss in violation of Section 8(a)(1) of the Act. According to Respondent, the "Get the Facts" leaflet was no more than thought provoking campaign material relaying the point that a strike is not without possible risk. Indeed, as the supporting record evidence demonstrates, Respondent's campaign material did relay a thought provoking point. However, contrary to its assertion, the only message Respondent relayed to its employees was that if they engage in any kind of strike they will lose their jobs. The ALJ has meticulously and comprehensively addressed the factual and legal issues raised in Respondent's exceptions. [ALJD 3:19 -- 11:7]. Accordingly, the General Counsel will, except as follows, rely on the ALJD rather than answer each exception separately.

The law is clear. "An employer may inform its employees of the consequences resulting from a strike -- *so long as* the statements are consistent with the employees' reinstatement rights under the law as described by the Board in *Laidlaw Corp.* See *Eagle Comtronics*, 262 NLRB 515, 516 (1982); see also *Laidlaw Corp.*, 171 NLRB 1366 (1969) *enf'd.* 414 F.2d 99 (7th Cir. 1969). An employer is not obliged to explain in detail the protection enumerated in *Laidlaw*, however, if a "*statement may be fairly understood as a threat of reprisal against employees, [emphasis added] or is explicitly coupled with such threats,*" then the employer has coerced its employees in the exercise of their Section 7 rights. *Id.* Here, Respondent's "Get the Facts" leaflet unlawfully informed its employees that they would "jeopardize" their "jobs" if they give the Union the power to take them out on strike. *JS-8, Jx-8.* See *Extencicare Health Services*,

Inc., d/b/a/ River's Bend Health and Rehabilitation Services, 350 NLRB 184 (2007), *Eagle Comtronics*, 262 NLRB 515, 516 (1982); *Laidlaw Corp.*, 171 NLRB 1366 (1969).

Contrary to Respondent's assertion, the ALJ correctly analyzed and distinguished *River's Bend Health and Rehabilitation Services*, *supra.*, from the instant case. To that end, the employer in *River's Bend Health*, in response to being notified of an impending economic strike, stated to its employees that "hiring replacements puts each striker's continued job status in jeopardy." There the Board, reversing the ALJ's decision, held that the employer's statement did not constitute an unlawful threat. The majority 'emphasized that in the context of an economic strike, telling employees that going out on strike may "jeopardize their job status" is consistent with the law because when the strike ends the employees may not have a job to which they can immediately return to. *River's Bend Health*, 350 NLRB 184, 188. As the ALJ correctly points out, here -- unlike *River's Bend Health*, Respondent, during its aggressive anti-Union campaign, notified its employees that going on strike would jeopardize their "job" -- not their "job status," which is inconsistent with employees' rights under the law, and would reasonably be interpreted by employees as a threat of job loss. *Supra.*, See also *Connecticut Humane Society*, 358 NLRB No. 31, at pg 61; *Laidlaw Corp.*, 171 NLRB 1366 (1969), *enf'd* 414 F.2d 99 (7th Cir. 1969). Indeed, striking employees have the legal right to be placed on preferential hiring list if, at the end of an *economic strike*, their position is not available. *Id.*, See also *Gelita USA, Inc.*, 352 NLRB 406 (2008). Thus, it is their "job status" and not their jobs that could be jeopardized. Employees' right to reinstatement are even greater in the case of an unfair labor practice strike. Under those circumstances any employee who makes an unconditional offer to return to work, *must be immediately* reinstated to his/her "former job, or if such job no longer exist, to a substantially equivalent position -- even if replacement workers must be terminated to make

room for the returning strikers.” See *Nortech Waste*, 336 NLRB 559, 565 (2001) citing *Drug Package Co.*, 228 NLRB 108, 113-114 and 121-122 (1977). There is no doubt that, in the instant case, Respondent’s statement would reasonably lead its employees to believe that if they engage in a strike -- *any kind* of strike, they will lose their jobs. Indeed, in *River’s Bend Health*, the Board reasoned that “[t]he Respondent ... did not tell employees that they would “lose their jobs,” a phrase that the Board has found clearly conveys to the ordinary employee that his or her employment will be terminated.” [Emphasis added]. *River’s Bend Health*, 350 NLRB 184, citing *Baddour, Inc.*, 303 NLRB 75 (1991).

Respondent suggests that, against the backdrop of its communication to employees concerning the Union campaign, its “Get the Facts” leaflet is non-coercive. However, contrary to Respondent’s assertion, the coercive nature of Respondent’s message is buttressed by the aggressive anti-Union campaign it imposed on its employees wherein it distributed scores of leaflets and showed employees a power point presentation – all of which maligned the Union. *JS-8; Jx-3, Jx-4*. Indeed, record evidence supporting the ALJD demonstrates that Respondent hired labor consultants to “educate” its employees about Union organizing, distributed and posted hosts of anti-Union leaflets referring to the Union as “salespeople,” “outsiders” a “bunch of losers,” and held weekly mandatory meetings urging its employees to “Vote No.” *Jx-1, Jx-3*. Contrary to Respondent’s assertions, under these circumstances any employees would reasonably believe that their jobs are at risk if they go out on strike. See *Eagle Comtronics*, also see *River’s Bend* 350 NLRB 184. Accordingly, under these circumstances, and for all the reasons illustrated in the ALJD, it is respectfully submitted that the ALJ’s findings and conclusions must stand and Respondent’s exceptions be dismissed.

Exceptions 12 through 24:

Respondent objects to the ALJ's findings and conclusion that Respondent violated Section 8(a)(1) and 8(a)(3) of the Act when it announced, and then implemented, a reduction in the cost of healthcare insurance ("healthcare benefits") to all employees – *except* to those who were eligible to vote in the union election ("unit employees"). Once again, except for the following, General Counsel will rely on the findings of fact, legal analysis and conclusions reached by the ALJ who, after analyzing all of the issues presented by Respondent still found that Respondent violated Section 8(a)(1) of the Act. [ALJD 11 – 15].

The law in this area is well settled. An employer's statement that non-unionized workers would receive a benefit, which is denied to employees in a petitioned for unit, because of the Union, violates Section 8(a)(1) of the Act. *See Noah's Bay Area Bagels*, 331 NLRB at 201 (*employees unlawfully denied benefits because it would "create a legal risk"*); *See also Atlantic Forest Products Inc.*, 282 NLRB 855, 857 (1987) (*statements suggesting "an immediate [wage] increase without a union but a delay for an indefinite period of negotiations for an uncertain increase with a union"*). As record evidence demonstrates, that is exactly what occurred in the instant case. Indeed, Respondent stipulated to the fact that its March 5, 2012⁴ healthcare memorandum, entitled "Changes to 2012 Medical [I]nsurance Benefits," explicitly limited the healthcare benefit improvements to those employees who were not eligible to vote in the Union election. In that regard, the memorandum listed every category of employee employed by Respondent *except* for those employees in the petitioned for bargaining unit. Respondent admittedly posted this memorandum at its facility -- thus visible to all employees, and in fact concedes that the memorandum was viewed by some

employees. This memorandum contained no explanation as to why unit employees were not included in the group of workers that were to receive these benefits.

The law is equally clear that granting system-wide benefits to non-bargaining unit employees, while withholding the same benefits from petitioned for unit employees, because of a pending union representation proceeding, violates Section 8(a)(3) of the Act. *See, Medical Center at Bowling Green*, 268 NLRB 985 (1984). Neither granting nor withholding a benefit is *per se* illegal; however, an employer who implements changes in terms and conditions of employment during a pre-election period is obliged to act in the same manner as if the union and the election were not in the picture. *Great Atlantic & Pacific Tea Co.*, 166 NLRB 27, 29, n.1 (1967); *First Student, Inc.*, 2013 NLRB Lexis 58 (ALJD, February 4, 2012). An employer may temporarily withhold system-wide benefit improvements from unit employees *only if* the employer (1) informs employees that the sole purpose of the postponement is to avoid the appearance of influence with respect to the election, and (2) provides assurances that the benefits will be applied to them retroactively after the campaign, regardless of the results. *Noah's Bay Area Bagels, LLC*, 331 NLRB 188, 189 (2000) (*Employer violated Section 8(a)(3) by discriminatorily not restoring a health benefits plan for unit employees during the critical period preceding a representation election*). Here, Respondent admits that the unit employees confronted and questioned its Administrator, George Arezzo, as to whether they would also receive the healthcare benefits. Arezzo had the opportunity to avoid liability by simply explaining to its employees that the withholding of healthcare benefits, granted to non-bargaining union employees, was temporary and the same benefit would be restored retroactively regardless of the outcome of the union election. However, Arezzo admittedly did not. Instead he

⁴ Hereinafter, unless stated otherwise, all dates refer to 2012.

simply stated that he could not discuss the matter. Arezzo's refusal to explain undoubtedly solidified employees' belief that unit employees were deprived of the improved healthcare benefits *solely* because of the then pending Union campaign.

Respondent also seems to argue that improvements to the healthcare benefits of non-bargaining unit employees in over 20 different New Jersey facilities does not constitute a system-wide change because there *may* have been additional facilities wherein these benefits were withheld from non-unit employees. If such evidence were to have existed, I have no doubt that it would have been included in the record. But it was not.

Respondent attempts to escape liability by asserting that anti-union motivation cannot be ascribed to Respondent because the improved healthcare benefits were instituted by Care One Management, Respondent's management company, and not by Respondent. However, Respondent's assertion is once again without merit. First, the stipulated to record demonstrates that although Care One Management arranges for Respondent's healthcare care coverage – it is Respondent that *provides* this insurance for its employees. Secondly, the March 5 memorandum, notifying employees of the improved healthcare benefits, came from George Arezzo -- Respondent's admitted Section 2(11) supervisor and Section 2(13) agent. There is nothing in that memo, or in the record, demonstrating that Respondent was not responsible for withholding healthcare benefits from unit employees. To the contrary, throughout the memorandum, Arezzo made clear the changes came from Respondent. In that regard, Arezzo claimed that: "*Our goal* was to find a way to provided quality health care benefits offered to you ...," "*our review* is now complete ...," "*we have been able to improve* the medical insurance benefits ...," (3) "[u]nfortunately, *we cannot refund* this difference in cash. ..." See *JX 6*. The fact remains that Respondent chose to, and in fact did, withhold

healthcare benefits from unit employees *solely* because these employees would be voting during the union election. Accordingly ample record evidence supports the ALJ's findings, analysis and conclusion that Respondent violated Section 8(a)(3) of the Act when it withheld healthcare benefits from unit employees.

Exceptions 25 through 33

Respondent takes issue with the ALJ's conclusion that it violated Section 8(a)(1) of the Act when, during a March 21 mandatory meeting, it showed its employees the "We are Family" video. Respondent avers that the ALJ erred in applying *Allegheny Ludlum Corp.*, 333 NLRB 734 (2001), *enfd.* 301 F.3d 167 (3rd Cir. 2002) to the instant case. The issues raised by Respondent were thoroughly dealt with in the ALJD, support for which is found in the record (ALJD pp. 15 – 17:40). Accordingly, except for the following, General Counsel will rely on the ALJ's findings, analysis and conclusions.

Under Board law, employees have a right to participate -- or not participate -- in debates concerning union representation. *Smithfield Packing Co.*, 344 NLRB 1, 3-4 (2004), *enfd.* 447 F.3d 821 (D.C. Cir. 2006). Stated otherwise, an employer may not compel an employee to participate publicly – in words or deeds -- in making a statement about a labor dispute. *See Dawson Construction Company, Inc.*, 320 NLRB 116, 117 (1995). Indeed, to force such participation amounts to coercion. *United Food and Commercial Workers Union Local 204 v. NLRB*, 447 F.3d 821, 825 (D.C. Cir. 2006.) Employees' Section 7 right to choose, free from employer coercion, the degree to which they wish to participate in debates regarding representation extends to their potential participation in videos. *See Allegheny Ludlum Corp.*, 333 NLRB 734 (2001).

Respondent wrongfully asserts that the ALJ erred in applying the principles of *Allegheny Ludlum Corp.* In this regard, the Board in *Allegheny Ludlum* addressed, *inter alia*, the

circumstances under which an employer is permitted to include the images of its employees in campaign videos without having solicited employee consent. There, the Board held that an employer may include images of non-consenting employees, in a campaign video, “only if the videotape, viewed as a whole, does not convey the message that the employees depicted therein either support or oppose union representation” *Id.* at 745. Even under those circumstances, to be deemed non-coercive, the evidence must *additionally* establish that:

1. The employees were not affirmatively misled about the use of their images at the time of the filming;
2. The video contains a prominent disclaimer stating that the video is not intended to reflect the views of the employees appearing in it; and
3. Nothing in the video contradicts the disclaimer. Accordingly, viewed as a whole, the video does not convey the message that employees depicted therein either support or oppose union representation.

See Allegheny Ludlum Corp., 333 NLRB 734.

The ALJ correctly applied the above principals to the instant case. First, as the stipulated record demonstrates, during the representational hearing, Arezzo testified that the March 21 mandatory meeting evolved around the “We are Family” slideshow – as a “culmination of the last time [Respondent] could communicate [to its employees] before the election as to how Respondent felt about not wanting to have a Union.” *Jx-1*, pgs 48-50. Thus, there is no dispute that the slideshow was a major component of Respondent’s anti-Union campaign. Respondent asserts that the “We are Family” video/slideshow does not run afoul of the Act because it did not contain an explicit anti-Union message. However, the Board has found that, “literature or other material *need not contain an explicitly antiunion message* [emphasis added] in order to be part of an employer’s campaign, or otherwise implicate the employee’s right to decide whether to express an opinion or remain silent.” *Fresh & Easy Neighborhood Market, Inc.*, 358 NLRB No.

65, slip op. p. 2 citing *2 Sisters Food Group*, 357 NLRB No. 168, slip op. at 3-4 (2011) (additional citations omitted). “[T]he key inquiry is whether employees would understand the material to be a component of the employer’s campaign.” *Id.* Here, the resounding answer is Yes. Indeed, prior to showing the slideshow Arezzo told its employees that he wanted to be an administrator in a non-Union environment, and he asked the employees to vote no – to give management a chance. *Jx-1, pgs 49-51.* In the related representation hearing, Arezzo testified that the We are Family video/slideshow was a “culmination” of Respondent’s anti-Union message. The slideshow then began with a message reading “At Care One at Madison Avenue, we are more than staff, We are more than co-workers. Like George said, We are Family.” Pictures of unit employees and supervisors then appeared. Respondent admittedly used these pictures without the consent of those employees who appeared in it *and* failed to include a disclaimer stating that it did not reflect the views of those employees in the slideshow. Thus the employees were not given the opportunity to choose to express an opinion *or* remain silent regarding the issue of union representation. At the conclusion of the slideshow, Arezzo again asked the employees to vote no and the meeting ended. Given Respondent’s explicit message, it would have been impossible for employees to separate the “We are Family” slideshow from Respondent’s overall anti-Union campaign. Moreover, the coercive nature of this slideshow is bolstered by the Respondent’s hostile anti-Union leaflets, threats of job loss if employees strike and discrimination against unit employees as to healthcare benefits – all of which preceded the March 21 meeting. *Jx-1, Jx-3.* Under these circumstances it is respectfully submitted that Respondent exceptions be dismissed and that the ALJ’s findings and conclusions that Respondent violated Section 8(a)(1) of the Act stand.

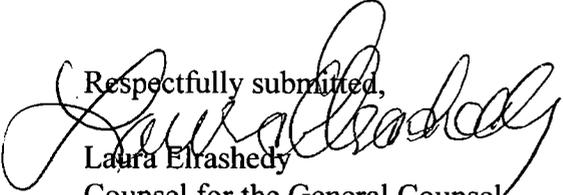
Exceptions 34 through 46

Respondent excepts to the ALJ's conclusion that by reissuing its March 26 "Workplace Violence Prevention Policy ("the Policy"), in conjunction with Arezzo's memorandum, Respondent violated Section 8(a)(1) of the Act. Once again, the ALJ addressed in detail the issues raised by Respondent's exceptions. Accordingly General Counsel will rely on the ALJ's findings, reasoning and conclusion all of which are supported by record evidence. [ALJD 17:41 – 19:25, and 22 – 23:9].

Contrary to Respondent's exception, sufficient record evidence exists to conclude that Respondent violated the tenets of *Lutheran Heritage Village*, 343 NLRB 646 when it posted its March 26 memo reissuing the Policy. First, as the record evidences, Arezzo makes clear in his March 26 memo reissuing the Policy. First, as the record evidences, Arezzo makes clear in his March 26 memo that the Policy was being reissued *in response* to employees' protected Union activity. Indeed, as noted in the ALJD, Respondent's memo starts off stating "Now that the NLRB election is behind us." In this memorandum Arezzo goes on to state that "[he] was hoping that everyone would put their differences behind them and pull together as a team. Unfortunately it appears that a few of our team members are unwilling to do this. ..." Given the explicit language in the memo, and the fact that it was issued a mere three days after the Union election, employees would absolutely believe that those who have different opinions from Arezzo concerning the Union, and are unwilling to put those differences behind them, are the Union supporters. As evidenced in the ALJD, Arezzo goes on to state that although he "recognizes the right of employees to be for or against the Union," "these rights do not give anyone the right to threaten or intimidate another team member *for any reason*." [emphasis added] Thus, after making it clear that he was responding to and addressing employees' Union activity -- Arezzo goes on to threaten that Respondent will enforce the Policy to "keep the

workplace free from such improper conduct” and that anyone “engaging in such conduct will be subject to discipline and that *depending on the facts of the situation* [emphasis added], discipline “may include suspension or discharge for a first offense.” Given Respondent’s aggressive opposition to the Union organizing drive, and the memo’s explicit language, employees would reasonably interpret “any reason” to include protected Union activity. Respondent made crystal clear that such activity would lead to termination since Arezzo – the self-proclaimed anti-Union administrator, has retained the right to determine whether or not the “facts of the situation” warrant discharge. Indeed as demonstrated by Respondent’s “Get the Facts” memo, this would not be the first time that Respondent has threatened employees with job loss if they engage in Union activity. Moreover, as the ALJ points out, “the record is devoid of evidence that the “threats” referenced in Arezzo’s memorandum actually occurred; that Respondent made any attempt to investigate any such allegation, or that any employee was disciplined for violating the Policy.” [ALJD 22:25]. Accordingly for this and all the reasons set forth by the ALJD Respondent’s exceptions must be dismissed.

Based upon all of the foregoing, it is respectfully submitted that Respondent’s Exceptions to the ALJD are defective and without merit and must be denied in their entirety. It is further submitted that the ALJD should be affirmed and her recommended Order be adopted by the Board.

Respectfully submitted,

Laura Elrashedy
Counsel for the General Counsel
National Labor Relations Board - Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102-3110
Direct Dial No.: (973) 645-3542
laura.elrashedy@nlrb.gov

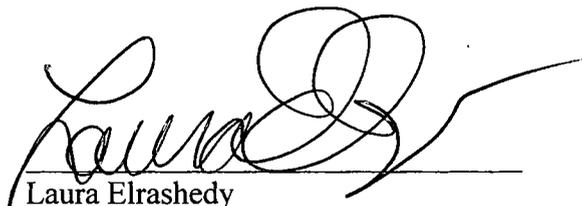
CERTIFICATION OF SERVICE

This is to certify that copies of the General Counsel's Answering Brief to Respondent's Exceptions to the Administrative Law Judge's decision have been served upon the parties, on November 5, 2013, as follows:

By Electronic Mail

Jedd Mendelson, Esq.
Littler Mendelson
1085 Raymond Blvd.
Newark, NJ 07102-5218
JMendelson@littler.com

Katherine H. Hansen, Esq.
Gladstein Reif McGinnis, LLP
817 Broadway
6th Floor
New York, NY 10003-4709
KHansen@grmny.com



Laura Elrashedy
Counsel for the General Counsel
National Labor Relations Board - Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102-3110
Direct Dial No.: (973) 645-3542
laura.elrashedy@nlrb.gov