

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

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In the Matter of:

L.I.F. INDUSTRIES A/K/A LONG ISLAND FIRE
PROOF DOOR

Respondent,

And

Case No. 29-CA-181174

NEW YORK CITY AND VICINITY DISTRICT
COUNCIL OF CARPENTERS

Charging Party.

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**RESPONDENT'S EXCEPTIONS TO THE
DECISION OF THE ADMINISTRATIVE LAW JUDGE**

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On May 12, 2017, Administrative Law Judge Jeffrey P. Gardner (hereinafter referred to as the “ALJ”) issued a Decision (hereinafter referred to as the “Decision”) finding that 1) Respondent “committed unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act by refusing to bargain collectively with the Union by failing and refusing to furnish it with information it requested on April 8 and 12, 2016, May 2, 13, and 17, 2016, and June 7, 10, and 28, 40 2016, that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of Respondent's unit employees” and 2) finding that “Respondent has violated Section 8(a)(5) and (1) of the Act by its unreasonable delay in providing the Union with relevant and necessary information the Union requested”. Respondent herein submits its exceptions to the Decision.

STATEMENT OF EXCEPTIONS

I. The ALJ Erred in Concluding that the Information Sought by the Union Was Presumptively Relevant

1. The ALJ erred in finding that the information sought by the Union was presumptively relevant. (Decision pp. 6-7).

2. The ALJ erred in concluding that the information sought by the Union related directly to the terms and conditions of employment of unit employees and/or employees covered by the CBA and in the Union’s jurisdiction. (Decision p. 6).

3. The ALJ erred in concluding that the purpose behind the Union’s request for information extended beyond the arbitration between the Union and LIF. (Decision pp. 6-7).

II. The ALJ Erred in Failing to Defer to the Ruling of Arbitrator Coughlin Narrowing the Scope of the Union’s Information Request

4. The ALJ erred in concluding that the ruling of Arbitrator Coughlin narrowing the scope of the Union’s information request was not entitled to deference. (Decision p. 7).

5. The ALJ erred in concluding that the ruling of Arbitrator Coughlin narrowing the scope of the Union's information request had no bearing on the relevance of the Union's information request. (Decision p. 7).

III. The ALJ Erred in Concluding That Respondent Failed and Refused to Furnish the Union with Presumptively Relevant Information.

6. The ALJ erred in concluding that Respondent failed and refused to furnish the union with presumptively relevant information. (Decision pp. 7-8).

7. The ALJ erred in concluding that the Respondent failed to provide an adequate explanation or valid defense for failing to provide information to the Union. (Decision p. 8).

8. The ALJ erred in concluding that the Respondent failed to rebut the presumption that the information requested by the Union was relevant. (Decision p. 8).

IV. The ALJ Erred in Concluding that the Respondent Unreasonably Delayed in Furnishing the Union with the Requested Information.

9. The ALJ erred in concluding that the respondent unreasonably delayed in furnishing the Union with the requested information. (Decision pp. 8-9).

10. The ALJ erred in concluding that the Union was entitled to production of all of the information requested. (Decision p. 8).

11. The ALJ erred in concluding that the Respondent did not exhibit a good faith effort to respond to the information requests. (Decision p. 8).

12. The ALJ erred in concluding that Respondent did not establish that the information requests were overbroad or unduly burdensome. (Decision p. 9).

13. The ALJ erred in concluding that Respondent had no reasonable basis for delaying the furnishing of information pending a ruling by an arbitrator. (Decision p. 9).

V. Conclusions of Law

14. The ALJ erred in concluding that since on or about April 8, 2016, Respondent has committed unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act by

refusing to bargain collectively with the Union by failing and refusing to furnish it with information it requested on April 8 and 12, 2016, May 2, 13, and 17, 2016, and June 7, 10, and 28, 40 2016, that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of Respondent's unit employees. (Decision p. 9).

15. The ALJ erred in concluding that since on or about April 8, 2016, Respondent has violated Section 8(a)(5) and (1) of the Act by its unreasonable delay in providing the Union with relevant and necessary information the Union requested.

IV. Remedy

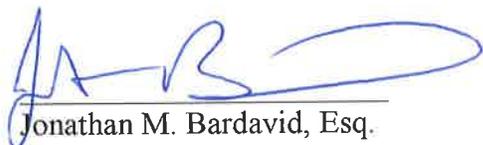
16. The ALJ erred in ordering Respondent to post a notice in the form annexed to the Decision. (Decision p. 10).

17. The ALJ erred in ordering Respondent to respond to the Charging Party's information requests in full and to produce documents for a period exceeding seven years. (Decision p. 10).

Dated: White Plains, New York
July 10, 2017

Respectfully Submitted,

TRIVELLA & FORTE, LLP



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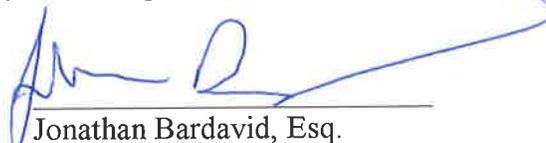
and

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CERTIFICATE OF SERVICE

I hereby certify that on July 10, 2017, I caused the foregoing RESPONDENT'S
EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE DECISION and RESPONDENTS'
BRIEF IN SUPPORT OF ITS EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE
DECISION to be served by electronic mail as follows:

Kimberly Walters, Esq. (Kimberly.Walters@nlrb.gov);
Lydia Sigelakis, Esq. (lsigelakis@spivaklipton.com); and
ALJ Jeffrey Gardner (Jeffrey.Gardner@nlrb.gov)


Jonathan Bardavid, Esq.
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