

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

HARBORLITE CORPORATION *
*
and * Case No. 27-CA-21386
*
TEAMSTERS LOCAL UNION NO. 455 *
*

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

Pursuant to Section 102.46(b)(1) of the Rules and Regulations of the National Labor Relations Board and other applicable law, Respondent Harborlite Corporation (the "Company") files these exceptions to the decision of the Administrative Law Judge (the "ALJ"), dated March 11, 2010.

As demonstrated in the Brief in Support filed contemporaneously herewith, the Company's exceptions are directed both generally to the entire decision of the ALJ and specifically to his findings, conclusions, and recommendations, hereinafter set forth, relating to the alleged violations by the Company of Sections 8(a)(1) and 8(a)(3) of the National Labor Relations Act.

The Company's exceptions are as follows:

1. The ALJ erred in concluding, as set forth on page 5 at lines 39-51 of his decision, that by informing employees it would lockout and permanently replace them, the Company violated Section 8(a)(1) of the Act.
2. The ALJ erred in concluding, as set forth on page 6 at lines 7-44 of his decision, that by locking out employees after informing them it would permanently replace them, the Company violated Sections 8(a)(1) and (3) of the Act.

3. The ALJ erred in concluding, as set forth on page 6 at lines 24-27 of his decision, that the Company's lockout was unlawful at its inception.
4. The ALJ erred in finding, as set forth on page 6 at lines 29-38 of his decision, that the Company's statements that it would lockout and permanently replace employees adversely impacted the employees' bargaining rights and the bargaining process.
5. The ALJ erred in failing to address whether the Company's statements that it would lockout and permanently replace employees constituted inherently destructive conduct and, if not, whether the Company had an unlawful motive for making the statements.
6. The ALJ erred in concluding, as set forth on page 5 at lines 51-52 and on page 6 at lines 1-3 of his decision, that the Company's post-lockout conduct did not undo any unlawful effects of its statements regarding permanent replacement of locked-out employees.
7. The ALJ erred in concluding, as set forth on page 4 at lines 36-44 and on page 5 at lines 1-37 of his decision, that locked-out employees cannot be permanently replaced.

Respectfully submitted this 7th day of April, 2010.

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CERTIFICATE OF SERVICE

I certify that a true copy of the foregoing Respondent Harborlite Corporation's
Exceptions to the Decision of the Administrative Law Judge has been furnished by the
designated means to:

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This 7th day of April, 2010.



Jeremy D. Tucker