

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

COUPLED PRODUCTS, LLC

and

Cases 25-CA-031883  
25-CA-062263

INTERNATIONAL UNION, UNITED AUTOMOBILE  
AEROSPACE AND AGRICULTURAL WORKERS OF  
AMERICA, UAW

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

Comes now Counsel for the Acting General Counsel, by the undersigned, and files the following exceptions to the decision of the Administrative Law Judge issued in this matter on June 20, 2012.

A. Acting General Counsel Exception 1

The Acting General Counsel excepts to the Administrative Law Judge's failure to find that Respondent's Director of U.S. Operations, Tina Johnson, stated multiple times in bargaining that she was trying to save jobs for America.

B. Acting General Counsel Exception 2

The Acting General Counsel excepts to the Administrative Law Judge's finding inferring that Respondent only stated that it needed wage and benefit reduction to remain competitive. (ALJD p. 14, ll. 6-9)

C. Acting General Counsel Exception 3

The Acting General Counsel excepts to the Administrative Law Judge's finding that Respondent's never claimed an inability to pay the Union's demands. (ALJD p. 14, ll. 24-25)

D. Acting General Counsel Exception 4

The Acting General Counsel excepts to the Administrative Law Judge's finding that there was no credible evidence that Respondent maintained the position that it was unable to pay existing wages and benefits. (ALJD p. 15, ll. 11-12)

E. Acting General Counsel Exception 5

The Acting General Counsel excepts to the Administrative Law Judge's finding that Respondent's did not violate Section 8(a)(1) and (5) of the Act when it refused to allow the Union to review and audit its financial information. (ALJD p. 15, ll. 13-14)

F. Acting General Counsel Exception 6

The Acting General Counsel excepts to the Administrative Law Judge's finding that the cases relied upon by the Acting General Counsel in support of the argument that Respondent's refusal to allow the Union to review and audit its financial information violated Section 8(a)(1) and (5) of the Act were distinguishable. (ALJD p. 15, ll. 26-28)

G. Acting General Counsel Exception 7

The Acting General Counsel excepts to the Administrative Law Judge's failure to find that while the survival of Respondent as a whole was not an issue, Respondent did put the survivability of the Columbia City facility at issue. (ALJD p. 16, ll. 8-9)

H. Acting General Counsel Exception 8

The Acting General Counsel excepts to the Administrative Law Judge's finding that Respondent did not base its proposals on financial hardship or the inability to pay current wages and benefits. (ALJD p. 16, ll. 16-18)

I. Acting General Counsel Exception 9

The Acting General Counsel excepts to the Administrative Law Judge's statement that the facts in this matter do not establish a nexus between statements made by Respondent during negotiations regarding its desire for concessions at the Columbia City plant and its survivability during the term of the contract.. (ALJD p. 16, ll. 34-36)

J. Acting General Counsel Exception 10

The Acting General Counsel excepts to the Administrative Law Judge's finding that Respondent never made statements linking its economic proposal to its survivability as a company. (ALJD p. 17, ll. 20-22)

K. Acting General Counsel Exception 11

The Acting General Counsel excepts to the Administrative Law Judge's finding that the cases relied upon by the Acting General Counsel to support its position that Respondent was obligated to provide information to the Union to justify its concessionary proposals were distinguishable from the instant case.. (ALJD p. 17, ll. 31)

L. Acting General Counsel Exception 12

The Acting General Counsel excepts to the Administrative Law Judge's finding that the Union did not make a specific request for information to evaluate the specifics of Respondent claims. (ALJD p. 18, ll. 1-3)

M. Acting General Counsel Exception 13

The Acting General Counsel excepts to the Administrative Law Judge's finding that the Union failed to specifically tailor its request for information to Respondent's assertions in bargaining. (ALJD p. 18, ll. 27-29)

N. Acting General Counsel Exception 14

The Acting General Counsel excepts to the Administrative Law Judge's finding that the Acting General Counsel failed to cite any cases where a union made a request for financial information and the Board ordered the employer to provide more specific information. (ALJD p. 18, ll. 39-46)

O. Acting General Counsel Exception 15

The Acting General Counsel excepts to the Administrative Law Judge's finding that Respondent's did not violate Section 8(a)(1) and (5) of the Act when it refused to allow the Union to review and audit its financial information and the dismissal of that allegation in the complaint. (ALJD p. 19, ll. 4-6)

P. Acting General Counsel Exception 16

The Acting General Counsel excepts to the Administrative Law Judge's finding that the Acting General Counsel does not dispute that the parties were at impasse when Respondent implemented changes in working conditions. (ALJD p. 19, ll. 8-10)

Q. Acting General Counsel Exception 17

The Acting General Counsel excepts to the Administrative Law Judge's finding that the parties were at a valid impasse when Respondent implemented its final offer. (ALJD p. 19, ll. 16-18)

R. Acting General Counsel Exception 18

The Acting General Counsel excepts to the Administrative Law Judge's dismissal of the complaint allegation that Respondent violated Section 8(a)(1) and (5) of the Act when it implemented its final offer. (ALJD p. 19, ll. 18-20)

S. Acting General Counsel Exception 19

The Acting General Counsel excepts to the Administrative Law Judge's conclusion that the strike initiated by the Union on June 17, 2011 was not an unfair labor practice strike. (ALJD p. 19, ll. 22-24)

T. Acting General Counsel Exception 20

The Acting General Counsel excepts to the Administrative Law Judge's recommended order that the complaint be dismissed and his concomitant failure to provide for an appropriate remedy for the violations of the Act as alleged in the complaint. (ALJD p. 19, ll. 30)

SIGNED AT Indianapolis, Indiana this 18<sup>th</sup> of July, 2012.

Respectfully Submitted

/s/

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