UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 7

Continental Linen Services, Inc.

Employer

and

GR-7-CA-52296
GR-7-CA-52715
GR-7-CA-52798

Chicago & Midwest Regional Joint Board, Workers United, SEIU

Charging Party

CHICAGO MIDWEST'S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION

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Chicago Midwest incorporates by reference all General Counsel's exceptions. Chicago Midwest specifically excepts to the following:

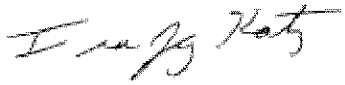
1. The ALJ found that General Counsel failed to establish that Chicago Midwest was the Continental employees' §9(a) representative. E.g., Decision 15. In fact, Chicago Midwest became the employees' §9(a) representative by, during a course of four years, assuming all representative functions.

2. The ALJ found that, for §10(b) purposes, Continental had no notice that Chicago Midwest was asserting §9(a) status until it received Chicago Midwest's March 16, 2009 letter asserting that status. Decision, 14. In fact, because Chicago Midwest had been performing all representative functions since 2005, Continental knew or should have known for four years before the March 16 letter that Chicago Midwest was asserting §9(a) authority. And, throughout those four years, Continental acquiesced to Chicago Midwest's exercise of §9(a) authority.

3. The ALJ held that Chicago Midwest was not the §9(a) representative's servicing agent "for purposes of compliance with any terms or conditions of the collective-bargaining agreement." Decision, 15. Whether Chicago Midwest was the §9(a) representative's

servicing agent was neither alleged nor litigated. The ALJ's holding should therefore be disavowed.

Respectfully submitted,



Ira Jay Katz
Counsel for Chicago Midwest

Dated: November 11, 2010