

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

CAREY SALT COMPANY, A SUBSIDIARY OF
COMPASS MINERALS INTERNATIONAL, INC.

and

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION AND LOCAL UNION
14425

Case Nos. 15-CA-19704
15-CA-19738

**RESPONDENT'S REPLY TO
GENERAL COUNSEL'S ANSWERING BRIEF**

Respondent did not fail to except to the Judge's conclusion that the impasse was broken by the Charging Party's communications beginning during the afternoon of March 31. (*See* Respondent's Exception 1e). Nor did Respondent fail to except to her erroneous conclusion that the implementation was, therefore, unlawful. (*See* Respondent's Exceptions 1 and 11(b)). Both points were extensively argued throughout Respondent's exceptions document.

The question as to whether it is sufficient in order to break an impasse for a party merely to assert, without any specifics, that it has "new proposals" is one of the more significant issues in the case. Respondent has cited precisely "in point" Board authority to the effect that such is not sufficient to break an existing impasse. (*See* Respondent's Exceptions, pp. 13-14.) Acting General Counsel seems more interested in raising bogus technicalities than meeting Respondent's arguments. He cites no cases for the proposition that merely making a conclusory assertion as to "new proposals" operates to break impasse and compel a return to face-to-face bargaining. The reason for the omission is that there are no such cases.

Counsel for General Counsel also wrongly asserts that Respondent does not except to the Judge's finding of no lawful impasse as of the end of the June 23 bargaining. (*See* Respondent's Exceptions 5, 6, 7 and 10, which except to the only factual and legal conclusions relied upon by the Judge on this issue).

Overall, General Counsel does not in any manner refute Respondent's arguments that it engaged in good faith bargaining in every respect prior to the meeting on March 31, 2010; that it was the Union that previously had requested a final offer from the Company; that the Company had presented such final offer, as requested, in good faith; and that, thereafter, the Company chose to stand on such offer, as was its right.

The "speculation" discussion by General Counsel as to what "might" have happened had the Company and Union resumed face to face discussions misses the point, which is that once a final offer has been requested, lawfully given, and then reconfirmed, a party can stand on such offer and insist that it will move no further, which is what was done here. To a certainty, Respondent's position was "final means final," the Company was not moving from that offer; and it was for the Union to accept or reject the offer as it stood.

Respondent's point about the Union's contemporaneously prepared, but never delivered, writing as to the substance of its "new proposals" is that such document removed any possible argument by General Counsel that the Union was remotely close to accepting the final offer, something that confirmed what the Company negotiators had just been told in the meeting. The Union was using a stalling strategy and the undelivered document proves exactly that. Contract bargaining had been going on for two full months, and bargaining over schedule changes for many additional months before the contract bargaining commenced. The Union was committed

to not accepting the Company's proposal and the Company was committed to standing on such proposal. The result is called a good faith bargaining impasse.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of October, 2011, Respondent's Reply to General Counsel's Answering Brief was e-mailed, to:

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