UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NOEL CANNING, a Division of the Noel Corporation,	)	Case 19-CA 32872
and	)	EXCEPTIONS TO DECISION OF ADMINISTRATIVE LAW JUDGE
TEAMSTERS LOCAL 760	)	

Noel Canning, a division of Noel Corporation, files the exceptions to the Decision of Administration Law Judge Wacknov dated September 26, 2011. The exceptions are made pursuant to Section 102.46 of the National Labor Relations Board Rules and Regulations, 29 CFR 102.46.

EXCEPTIONS

1. To the finding that the Union Representative took notes at each bargaining session. 3:13
2. To the finding that the notes were introduced into evidence. 3:13-14
3. To the finding in the footnote that the employer allowed a vote re: retirement funds. 3:fn2
4. To the finding that Koerner and Weber testified there had been no agreement and no agreement reached. 3:20-24
5. To the finding re Koerner's testimony. 3:26-33
6. To the finding that Zimmerman would forward an email "setting forth the understanding they had reached." 4:9-10
7. To the finding that Weber expressed this to the group [sic his role]. 4:19-21

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8. To the finding that "Zimmerman agreed with everything" or stated "that's correct" or that Weber reviewed from his notes each component. 4:21-25

9. To the finding that Zimmerman confirmed that "Weber had everything down correctly." 4:27-28

10. That Roger Noel said, "then let's do it"; that Brackney nodded in agreement. 4:30-32

11. To the finding that there "is some minor variance in the testimony of Koerner and Weber". (It is major and significant). 5:5

12. To Weber's testimony about what employees liked. 5:12-13

13. That Brackney "agreed" they were both happy because it was over or stated "you guys got a good deal". 5:13-16

14. To the testimony regarding a check pool. 5:18-21

15. To Weber's statement re: Brackney. 5:28-33

16. That Koerner asked on December 8th to use the conference room. 5:36-37

17. To the finding that "It is probable that both versions are correct." 5:fn6

18. To the finding that the date of Koerner's email was "obviously incorrect." 6:fn7

19. To the finding that the telephone conversation occurred that "evening". 6:21

20. To the ALJ changing the meaning of Koerner's testimony and affidavit testimony by attributing a meaning not offered by Koerner or supported by evidence. 6:fn8

21. To the failure to include the testimony of Urlacher. 7:43-8:7

22. To the finding re Brackney's testimony and the time of the decision. 8:25-34

23. To the finding that Weber and Koerner were "highly credible witnesses." 9:25-26

24. To the finding re employee representatives taking notes. 9:28-32

25. To the conclusion that Zimmerman did take notes and that those notes would not support the respondent's position. 9:31-32

26. To the finding that respondent's testimony was unconvincing, non-specific, and conclusionary. 9:34-35

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27. That at the conclusion of the December 8 meeting an agreement had been reviewed and confirmed.	9:38-40
28. That Weber was very careful to insured the accuracy of notes.	9:fn11
29. To the conclusion that Noel confirmed this understanding and meeting of the minds by saying "then let's do it."	10:2-5
30. To the finding that Brackney's testimony was "nonsensical and obviously contrived."	10:9-10
31. To the finding that employer's proposal "of its face was clearly inferior to the proposal the Union favored.	10:13-15
32. To the conclusion Brackney's purported prescience in this regard defies logic and is clearly false.	10:15-18
33. To the discrediting of employer's reason for preferring its pension plan.	10:20-28
34. To the "assumption" that the employer made a proposal as a compromise.	10:30-34
35. To the "conclusion" that there was a meeting of the minds on all substantive issues, etc.	10:46-11:5
36. To the finding that respondent has failed and refused to execute the contract [sic embodying terms of an agreement]	11:5-7
37. To the finding that Respondent violated the Act.	11:7-8
38. To Conclusion, that the employer has violated the Act.	11:28-29
39. To the Remedy imposed.	11:35-48
40. To the proposed "Order".	12:2-13:25
41. To the proposed "Notice" appearing in the "Appendix".	Appendix

These exceptions are made by and for the reasons that the findings are not supported by evidence of record; and the conclusions are not supported by fact or law.

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Dated this 19th day of October, 2011.

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