

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

VENUE TRADING CO.  
d/b/a TRADE SHOW SUPPLY

and

Case 12-CA-074022

INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES  
(IATSE), LOCAL 835, AFL-CIO

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

Pursuant to Section 102.46 of the Board's Rules and Regulations, Counsel for the Acting General Counsel hereby submits the following exceptions to the Decision of Administrative Law Judge Robert A. Ringler, dated September 20, 2012 in the above captioned case:<sup>1</sup>

1. The ALJ erred by finding in Item 3 of his Findings and Conclusions that the Union is the "limited exclusive" bargaining representative of employees of Respondent. (ALJD 8, In. 16-17)
2. The ALJ erred by including language in footnote 2 of his decision that referred to Section 8(f) of the Act. (ALJD 2, fn. 2)
3. The ALJ erred by failing to conclude that at all material times, the Union has been the exclusive collective bargaining representative of Respondent's unit employees under Section 9(a) of the Act, as alleged in the Complaint. [ALJD 8, In 16-22; GCX 1(d)]
4. The ALJ erred by failing to correctly describe the appropriate unit as found in the parties' collective bargaining agreement. (ALJD 6, fn. 8; ALJD 8, In. 19-22; GCX 3; GCX 4; RX 1).

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<sup>1</sup> The following references are used in this document and in the Acting General Counsel's Brief in Support of Exceptions to the Administrative Law Judge's Decision:

[ALJD p. \_\_\_, In. \_\_\_] = ALJD page and line numbers

[TR \_\_\_] = transcript page number.

[GCX \_\_\_] = General Counsel's exhibit number

[RX \_\_\_] = Respondent's exhibit number.

5. The ALJ erred by failing to correctly describe in his Recommended Order the appropriate unit as found in the parties' collective bargaining agreement. (ALJD 6, fn. 8; ALJD 9, In 12-15; GCX 3; GCX 4; RX 1)

6. The ALJ erred by failing to include staff employees in his description of the appropriate unit. (ALJD 6, fn. 8; ALJD 8, In. 19-22; GCX 3; GCX 4; RX 1 )

7. The ALJ erred by failing to include staff employees in the appropriate unit in his recommended Order. (ALJD 9, In 12-15; GCX 3; GCX 4; RX 1)

8. The ALJ erred by failing to accurately describe the appropriate unit, as found in the parties' collective bargaining agreement, in his recommended Notice to Employees. (ALJD, Appendix; GCX 3; GCX 4; RX 1)

9. The ALJ erred by failing to include staff employees in the appropriate unit in his recommended Notice to Employees. (ALJD Appendix; GCX 3; GCX 4; RX 1)

10. The ALJ erred by failing to find that in Article 1, the recognition clause of the parties' collective bargaining agreement, Respondent recognized the Union as the **exclusive** collective bargaining representative for all employees performing covered work. (emphasis added) (GCX 3; GCX 4; RX 1)

11. The ALJ erred by failing to include a finding in his analysis that in the recognition clause of the parties' collective bargaining agreement, the parties specifically included staff employees as unit employees, and that a number of other contractual provisions establish that staff employees are part of the bargaining unit. (GCX 3; GCX 4; RX 1)

12. The ALJ erred by failing to include a finding in his analysis that the parties' collective bargaining agreement included language in Section 1.03 which specifically changed the number of permissible staff employees from 14 to 15. (GCX 3; GCX 4; RX 1)

13. The ALJ erred by failing to include a finding in his analysis that the parties' collective bargaining agreement included language in Section 1.031 which specifically mentions the designation of a steward for, inter alia, staff employees. (GCX 3; GCX 4; RX 1)

14. The ALJ erred by failing to include a finding in his analysis that the parties have bargained over staff employees for each of its successive agreement since 2004, and most recently in 2011. (GCX 3; GCX 4; RX 1)

15. The ALJ erred by failing to include, in his analysis, significant findings of fact in support of the Acting General Counsel's position that the unit includes staff employees, and that therefore the information requested is presumptively relevant to the Union's performance of its duties as the unit employees' exclusive collective-bargaining representative, and that Respondent failed to rebut that presumption, including findings consistent with the provisions of the parties' collective-bargaining agreement, including but not limited to the provisions set forth above in Exceptions 10 through 14.

16. The ALJ erred by limiting the scope of the bargaining unit work in his unit description and by failing to find that Respondent admitted in its answer to the Complaint that the following unit is appropriate under Section 9(b) of the Act, as alleged in paragraph 5(a) of the Complaint:

All employees of Respondent, including Staff employees, who perform any of the work described in the Scope of Agreement article of the collective-bargaining agreement between Respondent and the Union on all present and future job sites within the jurisdiction of the Union.

It is respectfully requested that the Board modify the Administrative Law Judge's Decision in the above respects, as further explained in the accompanying brief.

DATED AT Miami, Florida this 18<sup>th</sup> day of October, 2012.

Respectfully submitted,

**/s/ John F. King**

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**CERTIFICATE OF SERVICE**

I hereby certify that the Acting General Counsel's Exceptions in the matter of Venue Trading Co., d/b/a Trade Show Supply, Case 12-CA-074022, was electronically filed with the National Labor Relations Board Division of Judges and served by electronic mail upon the below-listed parties on this 18<sup>th</sup> day of October, 2012.

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