UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 26

UNITED PARCEL SERVICE, INC.,

And

TEAMSTERS LOCAL UNION, NO. 480
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Cases: 26-CA-072915
26-CA-076655
26-CA-078241

CHARGING PARTY'S EXCEPTIONS TO
THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

COMES NOW, the Charging Party, Teamsters Local Union 480, pursuant to Rule 102.46, and files its Exceptions to the Decision of Administrative Law Judge Margaret G. Brakebusch (Hereinafter "ALJ") in this matter issued on March 4, 2013 and clarified by the ALJ on July 2, 2013.

1. The Charging Party excepts to the ALJ's finding that the allegations of paragraph 14 lack merit due to an error in pleading.
2. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 30.
3. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 31.
4. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 32.
5. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 33.

6. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 34.
7. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 35.
8. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 36.
9. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 37.
10. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 38.
11. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 39.
12. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 40.
13. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 41.
14. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 42.
15. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 43.
16. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 44.

17. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 45.
18. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 46.
19. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 47.
20. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 48.
21. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 49.
22. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 50.
23. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 51.
24. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 52.
25. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 53.
26. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 54.
27. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 55.

28. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 56.
29. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 57.
30. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 58.
31. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 59.
32. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 60.
33. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 61.
34. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 62.
35. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 63.
36. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 64.
37. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 65.
38. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 66.

39. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 67.
40. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 68.
41. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 69.
42. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 83.
43. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 110.
44. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 238.
45. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 240.
46. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 241.
47. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 242.
48. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 273.
49. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 274.

50. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 275.
51. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing or failure or refusal to provide the information requested as alleged in paragraph 276.
52. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 277.
53. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 278.
54. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 279.
55. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 283.
56. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 286.
57. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 287.
58. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 288.
59. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 289.
60. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 296.

61. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 297.
62. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 298.
63. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 301.
64. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 302.
65. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 304.
66. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 318.
67. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 319.
68. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 320.
69. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 321.
70. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 334.
71. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 335.

72. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 336.
73. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 339.
74. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 342.
75. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 343.
76. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 345.
77. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 353.
78. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 354.
79. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 355.
80. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 356.
81. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 361.
82. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 362.

83. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 363.

84. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 364.

85. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 367.

86. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 368.

87. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 369.

88. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 370.

89. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 371.

90. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 374.

91. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 376.

92. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 379.

93. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 392.

94. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 393.

95. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 394.

96. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 395.

97. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 398.

98. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 404.

99. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 427.

100. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 429.

101. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 430.

102. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 434.

103. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 435.

104. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 436.

105. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 437.

106. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 445.

107. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 446.

108. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 447.

109. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 448.

110. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 449.

111. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 456.

112. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 467.

113. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 468.

114. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 469.

115. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 470.

116. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 471.

117. The Charging Party excepts to the ALJ's finding that there was no unlawful delay in providing the information requested as alleged in paragraph 472.

118. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 475.

119. The Charging Party excepts to the ALJ's finding that there was no unlawful failure or refusal to provide the information requested as alleged in paragraph 480.

The Charging Party submits that the above referenced findings in the ALJ's decision are contrary to the preponderance of evidence in the record, and inconsistent with NLRB decisions in analogous cases. In further support of these Exceptions, the Charging Party submits the attached Brief in Support of Exceptions.

Respectfully Submitted

s/ Samuel Morris
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CERTIFICATE OF SERVICE

I hereby certify that on September 6, 2013, the foregoing Charging Party's Exceptions was served via electronic mail and U.S. Mail upon:

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