

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

KENNAMETAL, INC.,)	
Respondent,)	
)	
and)	
)	Case No. 01-CA-046689
UNITED STEELWORKERS, LOCAL 5518,)	
affiliated with UNITED STEEL, PAPER, AND)	
FORESTRY, RUBBER, MANUFACTURING,)	
ENERGY, ALLIED INDUSTRIAL AND)	
SERVICE WORKERS INTERNATIONAL)	
UNION, AFL-CIO/CLC,)	
Charging Party.)	

**CHARGING PARTY’S EXCEPTIONS TO THE DECISION
OF THE ADMINISTRATIVE LAW JUDGE**

Now comes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (“USW”), on behalf of its Local 5518 (“Local”) (hereinafter referred to together as “Union”), pursuant to §102.46 of the Rules and Regulations of the National Labor Relations Board (“NLRB” or the “Board”), and files the following exceptions to the Administrative Law Judge’s Decision (“ALJD”), in the above-captioned case, stating that the Union excepts:

1. From the ALJ’s conclusion of law that the General Counsel failed to establish a prima facie case under the *Wright Line* analysis. (ALJD at 13-16.)
2. From the ALJ’s conclusion of law that the statements made by John Jamison during negotiations were not evidence of union animus. (ALJD at 16 L 23-25.)
3. From the ALJ’s finding that the timing of the prior ULP hearing was insignificant to the timing of the layoffs. (ALJD at 17 L 18-20.)

4. From the ALJ's finding that there was a decline in incoming orders at the Lyndonville facility that necessitated layoffs. (ALJD at 18 L 19-23.)
5. From the ALJ's finding that the 2011 layoffs were similar to the layoffs that occurred in 2009. (ALJD at 11 L 8-12.)
6. From the ALJ's finding that Respondent satisfied the burden that it had a legitimate business reason to layoff seven employees and eliminate Leon Garfield's position. (ALJD at 18 L18-26, 19 L 31-39.)
7. From the ALJ's finding that the continued insurance payments by Kennametal was not evidence that the layoff was motivated by a desire other than saving labor costs. (ALJD at 9 L 12-15, 14 n. 12.)
8. From the ALJ's findings that the cut-off position was moved to the night shift because of a need to rebalance the shifts. (ALJD at 20 L 8-10.)
9. From the ALJ's dismissal of the allegations contained in Paragraphs 9(a) and (b) of the Complaint. (ALJD at 18 L 50-51, 19 L 5-7, 20 L 32-36.)
10. From the ALJ's dismissal of the allegations contained in Paragraph 11 of the Complaint. (ALJD at 18 L 50-51, 19 L 5-7, 20 L 32-36.)
11. From the ALJ's dismissal of the allegations contained in Paragraph 12 of the Complaint. (ALJD at 18 L 50-51, 19 L 5-7, 20 L 32-36.)
12. From the ALJ's failure to issue a recommended Order requiring as a proper remedy that Kennametal pay backpay to the laid off employees and make the bargaining unit whole for all losses. (ALJD at 21 L 11-43, 22 L 6-12.)

On the basis of these exceptions, the Union respectfully urges that the Board modify the Order accordingly. Attached is our brief in support of these exceptions.

Respectfully submitted,

UNITED STEELWORKERS, LOCAL 5518

by its attorneys,

/s/ Alfred Gordon

Alfred Gordon
Pyle Rome Ehrenberg PC
18 Tremont Street, Suite 500
Boston, MA 02108
Tel: (617) 367-7200
Fax: (617) 367-4820

Nancy Spencer
United Steelworkers
Legal Department
Five Gateway Center
Pittsburgh, PA 15222
Tel: (412) 562-1679
Fax: (412) 562-2574

Dated: April 6, 2012