

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

**In the Matter of**

**WHDH-TV**

**and**

**AMERICAN FEDERATION OF TELEVISION  
AND RADIO ARTISTS, BOSTON LOCAL**

CASE 01-CA-046744

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

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Series 8, as amended, the undersigned Counsel for the Acting General Counsel respectfully files the following Statement of Exceptions to the Decision of Administrative Law Judge Raymond P. Green, dated April 11, 2012, and to his failure to make certain findings, conclusions, and recommendations in the above-entitled matter, as set forth in the accompanying Brief in Support of Exceptions.

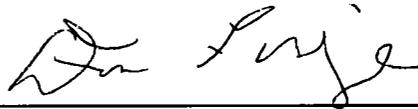
The Exceptions are:

1) In finding that the Employer did not violate Section 8(a)(5) of the Act when it unilaterally discontinued checkoff for a period of time within the hiatus period between collective-bargaining agreements, the Administrative Law Judge followed current law as embodied in the lead case of *Bethlehem Steel Co.*, 136 NLRB 1500 (1962). (JD 2). The Board is respectfully requested to overrule *Bethlehem Steel Co.*

2) The Administrative Law Judge erred in failing to find that the Employer violated Section 8(a)(5) of the Act when it unilaterally discontinued checkoff for a period of time within the hiatus period between collective bargaining agreements because checkoff was not discontinued immediately upon the expiration of the collective-bargaining agreement, but only some time thereafter, thus establishing a new status quo which did not derive from the expired contract and which, therefore, could not be changed unilaterally. (JD 2)

3) As part of the remedy for the unlawful discontinuance of checkoff, the Employer should be ordered to: 1) not recoup from the employees the dues monies which the Employer will be ordered to pay the Union; and, 2) pay employee Jonathan Hall the dues monies which he paid directly to the Union for the period in which the Employer had discontinued checkoff.

**Respectfully submitted by:**



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