

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

_____ )	
<b>WEYERHAEUSER COMPANY</b> )	
)	
<b>Respondent,</b> )	
)	<b>Case Nos:</b>
<b>AND</b> )	
)	<b>19-CA-122853</b>
<b>ASSOCIATION OF WESTERN PULP</b> )	<b>19-CA-127089</b>
<b>AND PAPER WORKERS,</b> )	<b>19-CA-127090</b>
<b>AFFILIATED WITH THE UNITED</b> )	<b>19-CA-127561</b>
<b>BROTHERHOOD CARPENTERS</b> )	<b>19-CA-128688</b>
<b>AND JOINERS OF AMERICA</b> )	<b>19-CA-128740</b>
)	<b>19-CA-131148</b>
<b>AND</b> )	
)	
<b>ASSOCIATION OF WESTERN PULP</b> )	
<b>AND PAPER WORKERS, LOCAL 580</b> )	
<b>AND 633</b> )	
)	
_____ )	
Charging Party.	

**RESPONDENT’S 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, Respondent Weyerhaeuser Company (“Respondent”) hereby files the following Exceptions to the Administrative Law Judge’s (“ALJ”) decision dated March 25, 2015.

1. The Respondent excepts to the ALJ’s conclusion, at p. 13, lines 17-18, that the parties had bargained for contract language stating that the method and means of evaluation of employee skills shall be jointly agreed upon.

2. The Respondent excepts to the ALJ’s characterization, at p. 14, lines 7-12 and 17-40, and p. 15, lines 1-14, of Dan Sauer’s testimony.

3. The Respondent excepts to the ALJ's conclusion, at p. 16, lines 7-11, that there were "changes" to a mandatory subject of bargaining and long-established past practice, that the changes were "significant," and to the ALJ's characterization of the parties' CBA as requiring joint development and agreement of the means of evaluation.

4. The Respondent excepts to the ALJ's conclusion, at p. 16, lines 14-16, that it is "uncontested" that the Company significantly changed training evaluations.

5. The Respondent excepts to the ALJ's statement, at p. 16, lines 37-40, that the "courts" have construed the waiver doctrine narrowly, and that the clear and unmistakable test applies where the waiver is claimed in contract language.

6. The Respondent excepts to the ALJ's conclusion and analysis at p. 17, lines 23-44, p. 18, and p. 19, lines 1-16, that the Union did not waive its right to bargain over training evaluations.

7. The Respondent excepts to the ALJ's characterization, at p. 22, lines 5-17, of the testimony of witness Lovingfoss.

8. The Respondent excepts to the ALJ's conclusion, at p. 23, lines 16-22, that the Company implemented new job duties.

9. The Respondent excepts to the ALJ's conclusion at p. 23, lines 27-29, that implementation of the food safety rules materially affected employees' terms and conditions of employment.

10. The Respondent excepts to the ALJ's misquotations of the parties' CBAs, at p. 25, lines 12-16.

11. The Respondent excepts to the ALJ's conclusion, at p. 25, lines 9-30, that the Union did not waive its right to bargain over the implementation of the food safety rules.

12. The Respondent excepts to the ALJ's Conclusions of Law number 3(a)-(d) (p. 37-38), that the Respondent violated Section 8(a)(1) and 8(a)(5) of the Act.

13. The Respondent excepts to the ALJ's Remedy and Order, at pp. 38-41.

Respectfully Submitted,

/s/ Richard N. VanCleave

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Dated: May 6, 2015

*Counsel for Respondent Weyerhaeuser Company*

**CERTIFICATE OF SERVICE**

I certify that on May 6, 2015 I served a copy of Weyerhaeuser's Post-Hearing Brief by e-mail to the following:

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