

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 24**

RIGID PAK CORP.

and

UNION DE TRONQUISTAS DE PUERTO
RICO LOCAL 901, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

CASE 12-CA-152811

**CROSS-EXCEPTIONS OF RESPONDENT RIGID PAK TO THE DECISION OF
ADMINISTRATIVE LAW JUDGE IRA SANDRON**

BAYOÁN MUÑIZ CALDERÓN, ESQ.
SALDAÑA, CARVAJAL & VÉLEZ-RIVÉ, P.S.C.
166 De La Constitución Ave.
San Juan, P.R. 00901
Tel: 787-289-9250
Fax: 787-289-9253
E-mail: bmuniz@scvrlaw.com

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Pursuant to the Rules and Regulations of the National Labor Relations Board, Respondent Rigid Pak Corporation, herein after the “Respondent” or “Rigid Pak”, through its undersigned counsel, respectfully files the following Cross-Exceptions to the Decision of Administrative Law Judge (ALJ), Ira Sandron in the above-captioned case. Rigid Pak is simultaneously filing with the Board a brief in support of these Cross-Exceptions

1. Respondent cross-excepts to the ALJ’s determination that Respondent purchases blow-molding products with its logo. (ALJ’s Decision “JD” 5:30-31).
2. Respondent cross-excepts to the ALJ’s determination that Respondent continues to advertise as a manufacturer of both injection-molded and blow molded products. . (JD 9:15-16).
3. Respondent cross-excepts to the ALJ’s determination that Respondent has not closed the injection-mold portion of its operation but rather transferred the production to ALPLA. (JD 13:19-20).
4. Respondent cross-excepts to the ALJ’s determination that the nature of the change in the operation was a subcontracting situation, not a partial plant closure. (ALJD 13:35-36).

5. Respondent cross-excepts to the ALJ's determination that bifurcating the blow-molding operation (which was closed) from the injection molding operation in terms of the bargaining obligation would be unfeasible and unworkable. (JD 13:36-39).

6. Respondent cross-excepts to the ALJ's reliance on Pertec Computer Corp. 284 NLRB 810 (1987) to deny Rigid Pak's position that due to the financial situation of the Company bargaining would have been futile and that no amount of concessions would have made any difference in the decision with Alpla. (JD 13:45-50).

7. Respondent cross-excepts to the ALJ's conclusion that Rigid Pak did not show that bargaining to impasse would have jeopardize its business. (JD 14:14-15).

8. Respondent cross-excepts to the ALJ's conclusion that negotiations would not necessarily have threatened the Respondent's confidentiality concerns during its negotiations with Alpla. (JD 14:16-18).

9. Respondent cross-excepts to the ALJ's conclusion that the Union presumably would have had the opportunity to provide suggestions on ways to reduce the Respondent's cost of conducting business at the facility using unit employees, not to have been made privy to the details of proposed contractual arrangements between the Respondent and Alpla. (JD 14:18-21).

10. Respondent cross-excepts to the ALJ's conclusion that the Respondent was obliged to engage in bargaining over the decision to contract out unit work with Alpla and lay off unit employees. (JD 14:29-30).

11. Respondent cross-excepts to the ALJ's conclusion that Rigid Pak did not meet its obligation to engage in effects bargaining. (JD 15:1-5).

12. Respondent cross-excepts to the ALJ's conclusion that not disclosing the impending shut down to Alexis Rodríguez on March 9, 2015 due to confidentiality concerns fails as a valid defense. (JD 15:25-26).

13. Respondent cross-excepts to the ALJ's conclusion that the Union did not waive its right to bargain about the postclosing warehouse work related to moving merchandise produced prior to the closing. (JD 16:29-33).

14. Respondent cross-excepts to the ALJ's conclusion that Rigid Pak failed to meet its obligation to bargain over the effects of the contracting out of unit work and lay off unit employees. (JD 16:15-17).

WHEFORE, Rigid Pak respectfully requests this Honorable Board to decline to adopt the ALJ's Decision and dismiss the Complaint in its entirety.

I HEREBY CERTIFY: That on this same day, a copy of the preceding Answer has been filed electronically through the Agency's Website and notified via regular mail to Margaret J. Díaz, Regional Director, National Labor Relations Board, Region 12, 201 E. Kennedy Blvd, Suite 530, Tampa Florida, 33602; by electronic mail to José Carreras, Esq., tronquistalu901@gmail.com; Ayesha K. Villegas, Counsel for the General Counsel, National Labor Relations Board, Subregion 24, avillega@nlrb.gov; Ricardo Goytia, Esq. rgoytia@gdaolaw.com.

RESPECTFULLY SUBMITTED, this 27th day of July, 2016.

s/Bayoán Muñiz
BAYOÁN MUÑIZ, ESQ.
SALDAÑA, CARVAJAL & VÉLEZ-RIVÉ, P.S.C.
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San Juan, P.R. 00901
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