

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

**NOAH'S ARK PROCESSORS, LLC d/b/a
WR RESERVE**

**Cases 14-CA-217400
14-CA-224183
14-CA-226096
14-CA-231643
14-CA-235111**

And

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL NO. 293**

**COUNSEL FOR THE GENERAL COUNSEL'S CROSS-EXCEPTIONS
TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE**

Pursuant to Section 10(c) of the National Labor Relations Act (Act) and Section 102.46 of the National Labor Relations Board's (Board) Rules and Regulations, Counsel for the General Counsel (General Counsel) respectfully submits the following limited cross-exceptions to the decision of Administrative Law Judge Andrew S. Gollin (JD), issued in the above-captioned cases on October 11, 2019. The General Counsel excepts to the following findings of fact, conclusions of law, and proposed remedy as each lacks the support of the record and existing Board law:

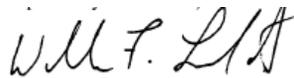
1. Regarding the wage rates Respondent paid to employees between January 23, 2018 and August 23, 2018, Judge Gollin erred in finding and concluding, "The unfair labor practice charges at issue do not encompass the implementation of these changes because they occurred outside the Section 10(b) period..." (JD 16: fn. 18)
2. Judge Gollin erred in excluding Respondent's failure to pay bargaining unit employees

wage rates consistent with the parties' collective-bargaining agreement between January 23, 2018, and August 23, 2018, from his finding and conclusion that Respondent unilaterally changed bargaining unit employees' wages in violation of Section 8(a)(1) and (5) of the Act. (JD 18: 1-6).

3. Judge Gollin erred by excluding Respondent's failure to pay bargaining unit employees wage rates consistent with the parties' collective-bargaining agreement between January 23, 2018 and January 28, 2018, from his finding and conclusion that Respondent unilaterally modified the parties' collective-bargaining agreement as it pertains to bargaining unit employees' wage rates in violation of Section 8(d) of the Act. (JD 18: 1-6).
4. Judge Gollin erred by proposing a remedy that excluded Respondent's obligation to make whole those bargaining unit employees for any lost wages suffered as a result of Respondent's failure to pay bargaining unit employees wage rates consistent with the parties' collective-bargaining agreement between January 23, 2018 and August 23, 2018, in violation of Section 8(a)(1), (5), and 8(d). (JD 47:45-51, 48:1-2).

Dated: November 22, 2019

Respectfully Submitted,



William F. LeMaster
Julie M. Covell
Counsel for the General Counsel