

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

**WILLIS ROOF CONSULTING, INC.**

**and**

**Case 28-CA-20852**

**UNITED UNION OF ROOFERS,  
WATERPROOFERS and ALLIED  
WORKERS, LOCAL 162, AFL-CIO**

**GENERAL COUNSEL'S EXCEPTIONS TO THE  
SUPPLEMENTAL DECISION OF THE ADMINISTRATIVE LAW JUDGE**

Counsel for the General Counsel (CGC) submits the following exceptions to the supplemental decision of Administrative Law Judge Burton Litvack (the ALJ):

1. To the ALJ's conclusion that the "exact provisions" of the Agreement between the Union and the Respondent are "crucial." (Supplemental Administrative Law Judge's Decision (Supplemental ALJD), p. 4, lines 6-7).
2. To the ALJ's conclusion that the record did not permit the ALJ to find that Charging Party Exhibit 1 contained the relevant terms of the Agreement between the Union and the Respondent. (Supplemental ALJD, p. 4, lines 9-10, 27-29).
3. To the ALJ's failure to find that the Agreement between the Union and the Respondent contained automatic renewal, liquidated damages, and interest penalty provisions. (Supplemental ALJD, p. 4, lines 9-10, 27-29).
4. To the failure of the ALJ to find that Gabriel Perea identified Charging Party Exhibit 1 as the Agreement between the Union and the Respondent. (Supplemental ALJD, p. 5, lines 10-14).

5. To the ALJ's conclusion that "absent a properly authenticated document embodying the terms of this most recent agreement," the ALJ was not able to find that the Agreement between the Union and Respondent "the parties' November 1, 2005 through December 31 collective-bargaining agreement contained liquidated damages or interest penalty provisions or any automatic renewal or extension language." (Supplemental ALJD, pp. 5-6, lines 43-4).

6. To the ALJ's failure to find that the Agreement between the Union and the Respondent contained automatic renewal, liquidated damages and interest penalty provisions. (Supplemental ALJD, pp. 5-6, lines 43-4).

7. To the failure of the ALJ to conclude that the General Counsel's compliance specification, as amended at the hearing to adopt the Respondent's calculations, accurately set forth the back pay owed by the Respondent.

Dated at Las Vegas, Nevada, this 21<sup>st</sup> day of July 2009.

Respectfully submitted,

*Joel C. Schochet*

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