



United States Government  
**NATIONAL LABOR RELATIONS BOARD**  
**Region 7**  
477 Michigan Avenue - Room 300  
Detroit, MI 48226-2569

Telephone (313) 226-3200  
FAX (313) 226-2090  
[www.nlr.gov](http://www.nlr.gov)

December 21, 2011

Lester A. Heltzer, Executive Secretary  
Office of Executive Secretary  
National Labor Relations Board  
1099 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20005-3419  
**Via E-File**

**Re: Douglas R. Wilbur, Inc. d/b/a  
DRW Electric And Its  
Alter Egos Brookside Electric, Inc.  
And Dynamax Electric Corp.  
Cases 7-CA-52789  
7-CA-53196**

Dear Mr. Heltzer:

Enclosed is **Motion to Supplement Counsel For The Acting General Counsel's  
Motions To Transfer Cases To The Board And Continue Proceedings Before The  
Board and For Default Judgment.** Each Respondent and Charging Party has been  
served by Overnight Mail

Very truly yours,

Eric S. Cockrell

Counsel for the Acting General Counsel

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
WASHINGTON, D.C.**

**DOUGLAS R. WILBUR, INC. d/b/a  
DRW ELECTRIC AND ITS  
ALTER EGOS BROOKESIDE ELECTRIC, INC.  
AND DYNOMAX ELECTRIC CORP.**

**Respondents**

**and**

**Cases 7-CA-52789  
7-CA-53196**

**LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**

**Charging Union**

**MOTION TO SUPPLEMENT COUNSEL FOR THE ACTING GENERAL  
COUNSEL'S MOTIONS TO TRANSFER CASES TO THE BOARD AND  
CONTINUE PROCEEDINGS BEFORE THE BOARD AND FOR DEFAULT  
JUDGMENT**

Eric S. Cockrell, Counsel for the Acting General Counsel in this matter, pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, Series 8, as amended, files this Motion to Supplement Counsel for the Acting General Counsel's Motions to Transfer Cases to and Continue Proceedings Before the Board and Motion for Default Judgment and in support of the Supplemental Motion, states as follows:

1. On December 15, 2011, Counsel for the Acting General Counsel filed Motions to Transfer Cases to and Continue Proceedings Before the Board and Motion for Default Judgment with the Executive Secretary of the National Labor Relations Board.
2. The Compliance Specification and Notice of Hearing attached (Exhibit A) to the Motions does not contain the names of any employees to whom Respondents owe

backpay because the Regional Director has been unable to ascertain the identity of the employees/discriminatees. A copy of the Compliance Specification and Notice of Hearing is attached hereto as Exhibit A.

3. In the Motions filed with the Board on December 15, 2011, the Counsel for the Acting General Counsel inadvertently failed to state that the Board granted a prior motion for summary judgment in *James E. Steele and Sherman Steele, a Co-Partnership d/b/a Reddi Electric*, Case 7-CA-31968, wherein the underlying Compliance Specification also did not contain the names of employees to whom respondent owed backpay. A copy of the Compliance Specification and Notice of Hearing filed with the Board in Case 7-CA-31968, dated October 28, 1994, is attached hereto as Exhibit B.

4. On February 10, 1995, the Board issued a Supplemental Decision and Order in Case 7-CA-31968, finding, in part, that Respondent Reddi Electric failed to file an answer to the Compliance Specification of October 28, 1994; deemed the allegations in the Compliance Specification to be admitted as true; and, granted the General Counsel's Motion for Summary Judgment. *James E. Steele and Sherman Steele, a Co-Partnership d/b/a Reddi Electric*, 316 NLRB No. 58 (1995) (not reported in Board volumes). A copy is attached as Exhibit C.

5. Whereas the Board has granted a motion for default judgment in a prior case wherein the underlying compliance specification did not contain the names of employees; and, Respondents having failed to file an answer to the Compliance Specification in the instant matters, Cases 7-CA-52789 and 7-CA-53196, and raise any

issue with respect to a lack of specificity in the Compliance Specification, all of the allegations in the Compliance Specification, dated November 8, 2011, should be found to be true. *James E. Steele and Sherman Steele*, supra; *Mays Electric Co., Inc.*, 352 NLRB No. 49 (2008) (not reported in Board volumes); *Cattleman's Meat Company*, 351 NLRB No. 83 (2007) (not reported in Board volumes).

WHEREFORE, Counsel for the Acting General Counsel respectfully moves:

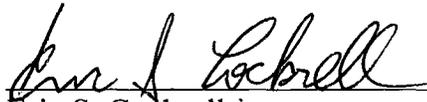
(1) that this Motion to Supplement be granted.

(2) that the Motions to Transfer Cases to the Board, to Continue Proceedings Before the Board, and for Default Judgment in Cases 7-CA-52789 and 7-CA-53196 be ruled on immediately so that, in the event that the Motions are granted, the necessity for and the expense of a hearing involving Respondents will be obviated. As such, the hearing scheduled for January 10, 2012 has been postponed indefinitely.

(3) that all allegations of the Compliance Specification in Cases 7-CA-52789 and 7-CA-53196 be deemed to be admitted to be true by Respondents and so found by the Board without the taking of evidence in support of the Compliance Specification.

(4) that the Board issue a Decision containing findings of fact, conclusions of law, and an Order, consistent with the allegations in the Compliance Specification in Cases 7-CA-52789 and 7-CA-53196 and the prayer for relief set forth therein.

Respectfully submitted this 21<sup>st</sup> day of December 2011.



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Eric S. Cockrell

Counsel for the Acting General Counsel  
National Labor Relations Board, Seventh Region  
Room 300, Patrick V. McNamara Federal Building  
477 Michigan Avenue  
Detroit, Michigan 48226

Douglas R. Wilbur, Inc. d/b/a  
DRW Electric And Its  
Alter Egos Brookside Electric, Inc.  
And Dynamax Electric Corp.  
Cases 7-CA-52789  
7-CA-53196

I certify that on the 21<sup>st</sup> day of December 2011, by Overnight Mail, I served a copy of **Motion To Supplement Counsel For The Acting General Counsel's Motions To Transfer Cases To The Board And Continue Proceedings Before The Board And For Default Judgment** on each Respondent and the Charging Party in the above-captioned matters.

**Overnight Mail:**

Douglas R. Wilbur, President  
Douglas R. Wilbur, Inc. d/b/a DRW Electric  
8777 Main Street  
Whitmore Lake, MI 48189

Jim Burns  
Local 252, IBEW, AFL-CIO  
7920 Jackson Rd., Ste. A  
Ann Arbor, MI 48103

Douglas R. Wilbur, President  
Brookside Electric, Inc.  
9551 Main Street  
Whitmore Lake, MI 48189

Paul T. Gallagher, Esq.  
Gallagher & Gallagher PLC  
560 S. Main Street  
Ann Arbor, MI 48104

Douglas R. Wilbur, President  
Douglas R. Wilbur, Inc. d/b/a DRW Electric and  
Its Alter Ego Brookside Electric, Inc.  
11553 N. Shore Dr.  
Whitmore Lake, MI 48189

Ms. Connie Cushing, President and COO  
Dynamax Electric Corp.  
1350 N. Main Street  
Ann Arbor, MI 48104

  
Eric S. Cockrell  
Counsel for the Acting General Counsel

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

**DOUGLAS R. WILBUR, INC. d/b/a  
DRW ELECTRIC AND ITS  
ALTER EGOS BROOKESIDE ELECTRIC, INC.  
AND DYNAMAX ELECTRIC CORP.**

**Respondents**

**and**

**CASES 7-CA-52789  
7-CA-53196**

**LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**

**Charging Union**

**COMPLIANCE SPECIFICATION  
AND NOTICE OF HEARING**

The National Labor Relations Board, herein called the Board, issued its Decision and Order on March 31, 2011, reported at 356 NLRB No. 121, directing Douglas R. Wilbur, Inc d/b/a DRW Electric and its alter egos Brookside Electric, Inc., and Dynamax Electric Corp., and its officers, agents, successors and assigns, herein jointly called the Respondents, to take certain actions, including making whole bargaining unit employees for any loss of earnings and other benefits, including various fringe benefit contributions, suffered as a result of the Respondents' failure to recognize and bargain in good faith with Local 252, International Brotherhood of Electrical Workers, AFL-CIO, herein called the Charging Union, with interest compounded on a daily basis. On July 7, 2011, the United States Court of Appeals for the Sixth Circuit entered its judgment in Case No. 11-1632 enforcing the aforesaid Decision and Order of the Board.

As a controversy presently exists regarding the liability of the Respondents as to the amount of backpay and other benefits owed the unit employees under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

**EXHIBIT**

tabbles  
A

1. No payments have been made by the Respondents to satisfy their obligation under the terms of the aforesaid Board Order, as enforced by the United States Court of Appeals for the Sixth Circuit.

2. The backpay period for Respondent Brookside Electric, Inc. (herein called Respondent Brookside) began when it was established by Respondent DRW Electric on about October 21, 2009, and continued until about July 8, 2010, when Respondent Brookside's operations were shut down.

3. The backpay period for Respondent Dynamax Electric Corp. (herein called Respondent Dynamax) began when it was established by Respondent DRW Electric on about July 8, 2010, and continued until about November 1, 2010, when Respondent Dynamax's operations were shut down.

4. The Inside Wireman, Residential Wireman, and Inside Sound and Communications Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association provide that the Charging Union shall be the sole and exclusive source of referral of applicants for employment.

5. An appropriate measure of backpay due unit employees is the amount of earnings unit employees would have received, but for the Respondents' unlawful refusal to recognize and bargain with the Charging Union.

6.(a). An appropriate measure of gross backpay can be obtained by determining the number of employees employed by the Respondents and the number of hours they worked performing residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union after the Respondents' unlawful refusal to recognize and bargain with the Charging Union, multiplied by the hourly journeymen base wage rate established by the terms and conditions set forth in the Inside Wireman Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association for regular hours, and by the same hourly rate times 1.5 for overtime hours.

(b). From June 1, 2009, through May 30, 2010, the journeyman wireman base wage rate was \$33.86 per hour (see Attachment A).

(c). From May 31, 2010, through May 29, 2011, the journeyman wireman base wage rate was \$33.83 per hour (see Attachment B).

(d). The totality of the above subsections of this paragraph comprise gross backpay which is owed to unit employees.

7.(a). An appropriate measure of gross fringe benefits can be obtained by determining the number of employees employed by the Respondents and the number of hours they worked performing residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union after the Respondents' unlawful refusal to recognize and bargain with the Charging Union, multiplied by the journeymen hourly fringe benefits contribution rate established by the terms and conditions set forth in the Inside Wireman Collective Bargaining Agreements between the Charging Union and the South Central Division Michigan Chapter of the National Electrical Contractors Association.

(b). From June 1, 2009, through May 29, 2011, the journeyman wireman fringe benefit contribution rate was \$22.14 per hour (see Attachment A).

(c). From May 31, 2010, through May 29, 2011, the journeyman wireman fringe benefit contribution rate was \$23.47 per hour (see Attachment B).

(d). The totality of the above subsections of this paragraph comprise gross fringe benefit contributions which are owed to unit employees.

8.(a). After the Respondents' unlawful failure and refusal to recognize and bargain with the Charging Union, Respondent Brookside employed a total of two employees to perform residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union. During the backpay period of about October 21, 2010, to about May 29, 2010, one employee (Brookeside employee one) worked a total of 699.19 regular hours and 14.66 hours of overtime and the other employee (Brookeside employee two) worked a total of 514.54 regular hours and 27.76 hours of overtime performing the above-described work. During the backpay period of about May 29, 2010, to about July 8, 2010, Brookside employee one worked a total of 133.66 regular hours and 1.08 hours of overtime and Brookside employee two worked a total of 53.84 regular hours and 2.06 hours of overtime performing the above-described work. Based on these hours, during the backpay period of about October 21, 2009, to about July 8, 2010, one unit employee would have received gross backpay of \$28,998.00 and another unit employee would have received gross backpay of \$20,757.00 from Respondent Brookside (see Schedules A and B).

(b). After the Respondents' unlawful failure and refusal to recognize and bargain with the Charging Union, Respondent Dynamax employed a total of two employees to perform residential, inside wiring, and inside sound and communications electrical work within the jurisdiction of the Charging Union. During the backpay period of about July 8, 2010, to about November 1, 2010, one employee (Dynamax employee one) worked a total of 481.78 regular hours and 14.72 hours of overtime and the other employee (Dynamax employee two) worked a total of 244.8 regular hours and 12.8 hours of overtime performing the above-described work. Based on these hours, one unit employee would have received

gross backpay of \$17,048.00 and another unit employee would have received gross backpay of \$8,928.00 from Respondent Dynamax (see Schedules C and D).

9.(a). During the backpay period of about October 21, 2009, to about May 29, 2010, Respondent Brookside employed Brookside employee one for a total of 713.85 hours and Brookside employee two for a total for 542.3 hours performing the above-described work. During the backpay period of about May 29, 2010, to about July 8, 2010, Respondent Brookside employed Brookside employee one for a total of 133.66 hours and Brookside employee two for a total of 55.9 hours performing the above-described work. Based on these hours, during the backpay period of about October 21, 2009, to about July 8, 2010, one unit employee would have received gross fringe benefit contributions of \$18,943.00 and another unit employee would have received gross fringe benefit contributions of \$13,319.00 from Respondent Brookside (see Schedules E and F).

(b). During the backpay period of about July 8, 2010, to about November 1, 2010, Respondent Dynamax employed Dynamax employee one for a total of 496.5 hours and Dynamax employee two for a total for 257.6 hours performing the above-described work. Based on these hours, one unit employee would have received gross fringe benefit contributions of \$11,649.00 and another unit employee would have received gross fringe benefit contributions of \$6,048.00 from Respondent Dynamax (see Schedules G and H).

10. Summarizing the facts and figures above and denoted in Schedules A through H, the Respondents' obligation to make whole the unit employees under the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, will be substantially discharged by payment of the following amounts, plus interest at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as set forth in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), less all tax withholdings as required by Federal, state, and municipal law:

Brookeside Employee One Wages	\$28,998.00
Brookeside Employee One Fringes	\$18,943.00
Brookeside Employee Two Wages	\$20,757.00
Brookeside Employee Two Fringes	\$13,319.00
Dynamax Employee One Wages	\$17,048.00
Dynamax Employee One Fringes	\$11,649.00
Dynamax Employee Two Wages	\$ 8,928.00
Dynamax Employee Two Fringes	<u>\$ 6,048.00</u>
TOTAL	\$125,690.00

**WHEREFORE**, it is prayed that an Order be entered consistent with the above.

## ANSWER REQUIREMENT

The Respondents are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must file an answer to this compliance specification. The answer must be **received by this office on or before November 29, 2011, or postmarked on or before November 28, 2011.** Unless filed electronically in a pdf format, the Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the **File Case Documents**, enter the NLRB Case Number, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than two hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the Respondents or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of the Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondents' knowledge, and set forth in detail the Respondents' position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not

adequately explained, the Board may find those allegations in the compliance specification are true and preclude the Respondents from introducing any evidence controverting those allegations.

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT on the 10<sup>th</sup> day of January, 2012 at 10:00 a.m., at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan and on consecutive days thereafter** until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, the Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 8<sup>th</sup> day of November, 2011

(SEAL)

/s/ Stephen M. Glasser

Stephen M. Glasser, Regional Director  
National Labor Relations Board, Region 7  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, Michigan 48226



*Michigan Chapter*  
**NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC**

1026 N. Washington Ave • Lansing, MI 48906  
 PHONE 517.372.3080 • FAX 517.372.4313  
 www.mincca.org

To: All Union Electrical Contractors working in the **South Central/#252** Jurisdiction

Re: **Inside** Wireman Agreement Wage Package Increase

Date: June 2, 2009

This is to inform you that the following wage rates will become effective June 1, 2009:

	<u>Journeyman</u>	<u>Foreman</u>	<u>General Foreman</u>	<u>2<sup>nd</sup> Shift</u>	<u>3<sup>rd</sup> Shift</u>
Base Rate	\$33.86	\$38.94	\$42.33	\$39.72	\$44.49
Vacation	4.74	5.45	5.93	5.56	6.23
Health Plan	6.80	6.80	6.80	6.80	6.80
Pension DB*	4.64	4.64	4.64	4.64	4.64
<i>see note below</i> *Pension DB = 10% (\$3.39) + Pension Compliance Contribution (\$1.25) = \$4.64					
Pension DC	3.39	3.39	3.39	3.39	3.39
NEBF (3%)	1.16	1.33	1.45	1.36	1.52
Training	.59	.58	.74	.70	.78
School	.76	.88	.95	.89	1.00
LMCF	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>
Total Package	\$56.00	\$62.17	\$66.29	\$63.12	\$68.91

Foreman – 15% per hour above journeyman rate

General Foreman – 25% per hour above journeyman rate

**Apprentices:**

	<u>40%</u>	<u>50%</u>	<u>60%</u>	<u>70%</u>	<u>80%</u>	<u>90%</u>
Base Rate	\$13.54	\$16.93	\$20.32	\$23.70	\$27.09	\$30.47
Vacation	1.90	2.37	2.84	3.32	3.79	4.27
Health Plan	6.80	6.80	6.80	6.80	6.80	6.80
Pension DB*	4.64	4.64	4.64	4.64	4.64	4.64
<i>see note below</i> *Pension DB = 10% (\$3.39) + Pension Compliance Contribution (\$1.25) = \$4.64						
Pension DC	3.39	3.39	3.39	3.39	3.39	3.39
NEBF (3%)	.46	.58	.69	.81	.93	1.04
Training	.00	.30	.36	.41	.47	.53
School	.00	.38	.46	.53	.61	.69
LMCF	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>	<u>.06</u>
Total Package	\$30.79	\$35.45	\$39.56	\$43.66	\$47.78	\$51.89

International  
Electrical



Brotherhood of  
Workers

Telephone: (734) 424-0978  
Fax: (734) 424-9575

LOCAL NO. 252  
7920 Jackson Road, Suite A  
Ann Arbor, Michigan 48103

Greg Stephens, Business Manager  
John Salyer, President



## INSIDE JOURNEYMAN WAGE SCALE

May 31, 2010 to May 29, 2011

Classification	Journeyman	Foreman	General Foreman	2nd Shift	3rd Shift
Base Rate	\$33.83	\$38.90	\$42.29	\$39.38	\$44.45
Vacation	\$4.74	\$5.45	\$5.92	\$5.56	\$6.22
Pension DB	\$5.64	\$5.64	\$5.64	\$5.64	\$5.64
Pension DC	\$3.39	\$3.39	\$3.39	\$3.39	\$3.39
Health & Welfare	\$7.05	\$7.05	\$7.05	\$7.05	\$7.05
NEBF	\$1.16	\$1.33	\$1.45	\$1.36	\$1.52
Training	\$0.59	\$0.68	\$0.74	\$0.69	\$0.78
School	\$0.76	\$0.88	\$0.95	\$0.89	\$1.00
LMCF	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Total	\$57.30	\$63.46	\$67.57	\$64.40	\$70.19

NLRB Backpay Calculation

Case Name. DRW Electric, Inc.  
 Case Number. 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule A

Claimant: **Brookeside Employee # 1 Backpay**

10/21/09 - 7/8/10

Interest  
calculated to.

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	12.8	0.24	33.86	446					
2009	4	10/31	22.39	0.42	33.86	779	1/				
2009	4	11/8	40	0	33.86	1,354					
2009	4	11/15	32	0	33.86	1,084					
2009	4	11/22	40	0	33.86	1,354					
2009	4	11/29	25	0	33.86	847					
2009	4	12/6	40	8	33.86	1,761					
2009	4	12/13	40	5	33.86	1,608					
2009	4	12/20	40	1	33.86	1,405					
2009	4	12/27	30.5	0	33.86	1,033					
2009	4	Total				11,671		11,671	-	-	11,671
2010	1	1/3	16	0	33.86	542					
2010	1	1/10	36.5	0	33.86	1,236					
2010	1	1/17	31.5	0	33.86	1,067					
2010	1	1/24	26.5	0	33.86	897					
2010	1	1/31	14	0	33.86	474					
2010	1	2/7	25	0	33.86	847					
2010	1	2/14	25	0	33.86	847					
2010	1	2/21	24	0	33.86	813					
2010	1	2/28	16	0	33.86	542					
2010	1	3/7	14	0	33.86	474					
2010	1	3/14	3.5	0	33.86	119					
2010	1	3/21	20	0	33.86	677					
2010	1	3/28	21	0	33.86	711					
2010	1	Total				9,246		9,246	-	-	9,246

NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:  
 10/21/09 - 7/8/10

Schedule A  
 Interest calculated to:

Claimant: **Brookeside Employee # 1 Backpay**

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	7	0	33.86	237					
2010	2	4/11	21	0	33.86	711					
2010	2	4/18	0	0	33.86	-					
2010	2	4/25	0	0	33.86	-					
2010	2	5/2	14.5	0	33.86	491					
2010	2	5/9	17	0	33.86	576					
2010	2	5/16	7	0	33.86	237					
2010	2	5/23	13	0	33.86	440					
2010	2	5/30	24	0	33.86	813					
2010	2	6/6	28.5	0	33.83	964					
2010	2	6/13	30.5	0	33.83	1,032					
2010	2	6/20	16	0	33.83	541					
2010	2	6/27	22.81	0.42	33.83	793					
2010	2	Total				6,835		6,835	-	-	6,835
2010	3	7/4	22.81	0.42	33.83	793					
2010	3	7/11	13.04	0.24	33.83	453					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				1,246		1,246	-	-	1,246

NI-RB Backpay Calculation

Case Name DRW Electric, Inc  
 Case Number 7-CA-52789 and 7-CA-53196  
 Claimant **Brookeside Employee # 1 Backpay**

Backpay period: 10/21/09 - 7/9/10	Schedule A Interest calculated to:
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	28,998	-	-	28,998

Notes

1/ Est. based on the # of weekly hours reported by Brookeside for Command

<b>Total Backpay and Expenses</b>	<b>28,998</b>
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NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule B

Claimant: Brookside Employee # 2 Backpay

10/21/09 - 7/8/10

Interest calculated to

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	8.74	0.46	33.86	319					
2009	4	10/31	15.3	0.8	33.86	559	1/				
2009	4	11/8	0	0	33.86	-					
2009	4	11/15	23	0	33.86	779					
2009	4	11/22	40	0	33.86	1,354					
2009	4	11/29	31.5	0	33.86	1,067					
2009	4	12/6	40	10	33.86	1,862					
2009	4	12/13	40	9.5	33.86	1,837					
2009	4	12/20	40	7	33.86	1,710					
2009	4	12/27	29.5	0	33.86	999					
2009	4	Total				10,486		10,486	-	-	10,486
2010	1	1/3	26	0	33.86	880					
2010	1	1/10	35	0	33.86	1,185					
2010	1	1/17	33	0	33.86	1,117					
2010	1	1/24	23	0	33.86	779					
2010	1	1/31	12	0	33.86	406					
2010	1	2/7	27.5	0	33.86	931					
2010	1	2/14	24.5	0	33.86	830					
2010	1	2/21	15	0	33.86	508					
2010	1	2/28	14	0	33.86	474					
2010	1	3/7	10	0	33.86	339					
2010	1	3/14	5	0	33.86	169					
2010	1	3/21	5	0	33.86	169					
2010	1	3/28	0	0	33.86	-					
2010	1	Total				7,787		7,787	-	-	7,787

NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule B

Claimant: **Brookeside Employee # 2 Backpay**

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	0	0	33.86	-					
2010	2	4/11	0	0	33.86	-					
2010	2	4/18	2	0	33.86	68					
2010	2	4/25	0	0	33.86	-					
2010	2	5/2	0	0	33.86	-					
2010	2	5/9	2	0	33.86	68					
2010	2	5/16	0	0	33.86	-					
2010	2	5/23	4	0	33.86	135					
2010	2	5/30	8.5	0	33.86	288					
2010	2	6/6	10.5	0	33.83	355					
2010	2	6/13	4	0	33.83	135					
2010	2	6/20	0	0	33.83	-					
2010	2	6/27	15.3	0.8	33.83	558					
2010	2	Total				1,607		1,607	-	-	1,607
2010	3	7/4	15.3	0.8	33.83	558					
2010	3	7/11	8.74	0.46	33.83	319					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				877		877	-	-	877

NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: **Brookeside Employee # 2 Backpay**

Backpay period	Schedule B
10/21/09 - 7/8/10	Interest calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	20,757	-	-	20,757

Notes

1/ Est based on the # of weekly hours reported by Brookeside for McMurray

<b>Total Backpay and Expenses</b>	<b>20,757</b>
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NLRB Backpay Calculation

Case Name DRW Electric, Inc.  
 Case Number 7-CA-52789 and 7-CA-53196  
 Claimant. **Dynamax Employee # 1 Backpay**

Backpay period:  
 7/8/10 - 11/1/10

Schedule C  
 Interest calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	24.91	0.59	33.83	873	1/				
2010	3	7/25	24.91	0.59	33.83	873					
2010	3	8/1	24.91	0.59	33.83	873					
2010	3	8/8	24.91	0.59	33.83	873					
2010	3	8/15	40	8	33.83	1,759					
2010	3	8/22	40	2	33.83	1,455					
2010	3	8/29	39.5	0	33.83	1,336					
2010	3	9/5	39.5	0	33.83	1,336					
2010	3	9/12	35	0	33.83	1,184					
2010	3	9/19	36	0	33.83	1,218					
2010	3	9/26	28.5	0	33.83	964					
2010	3	Total				12,744		12,744	-	-	12,744
2010	4	10/3	24.91	0.59	33.83	873					
2010	4	10/10	24.91	0.59	33.83	873					
2010	4	10/17	24	0	33.83	812					
2010	4	10/24	24.91	0.59	33.83	873					
2010	4	10/31	24.91	0.59	33.83	873					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				4,304		4,304	-	-	4,304

NLRB Backpay Calculation

Case Name: DRW Electric, Inc  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: **Dynomax Employee # 1 Backpay**

Backpay period: 7/8/10 - 11/1/10	Schedule C Interest calculated to:
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals								17,048	-	-	17,048

Notes

**Total Backpay and Expenses**      **17,048**

1/ Est based on the # of weekly hours reported by Brookside for Command and Command's paystubs from Dynomax

NLRB Backpay Calculation

Case Name	DRW Electric, Inc	Backpay period. 7/8/10 - 11/1/10	Schedule D
Case Number:	7-CA-52789 and 7-CA-53196		Interest calculated to
Claimant	Dynomax Employee # 2 Backpay		

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	15.3	0.8	33.83	558	1/				
2010	3	7/25	15.3	0.8	33.83	558					
2010	3	8/1	15.3	0.8	33.83	558					
2010	3	8/8	15.3	0.8	33.83	558					
2010	3	8/15	15.3	0.8	33.83	558					
2010	3	8/22	15.3	0.8	33.83	558					
2010	3	8/29	15.3	0.8	33.83	558					
2010	3	9/5	15.3	0.8	33.83	558					
2010	3	9/12	15.3	0.8	33.83	558					
2010	3	9/19	15.3	0.8	33.83	558					
2010	3	9/26	15.3	0.8	33.83	558					
2010	3	Total				6,138		6,138			6,138
2010	4	10/3	15.3	0.8	33.83	558					
2010	4	10/10	15.3	0.8	33.83	558					
2010	4	10/17	15.3	0.8	33.83	558					
2010	4	10/24	15.3	0.8	33.83	558					
2010	4	10/31	15.3	0.8	33.83	558					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				2,790		2,790			2,790

NLRB Backpay Calculation

Case Name DRW Electric, Inc  
 Case Number 7-CA-52789 and 7-CA-53196  
 Claimant **Dynomax Employee # 2 Backpay**

Backpay period: 7/8/10 - 11/1/10	Schedule D Interest calculated to
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	8,928	-	-	8,928

Notes

**Total Backpay and Expenses 8,928**

1/ Est based on the number of weekly hours reported by Brookside for McMurray No other documentation in the file

NLRB Backpay Calculation

Case Name: DRW Electric, Inc  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: Brookside Employee # 1 Fringes

Backpay period: 10/21/09 - 7/8/10	Schedule E Interest calculated to:
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	13.04		22.14	289					
2009	4	10/31	22.81		22.14	505	1/				
2009	4	11/8	40		22.14	886					
2009	4	11/15	32		22.14	708					
2009	4	11/22	40		22.14	886					
2009	4	11/29	25		22.14	554					
2009	4	12/6	48		22.14	1,063					
2009	4	12/13	45		22.14	996					
2009	4	12/20	41		22.14	908					
2009	4	12/27	30.5		22.14	675					
2009	4	Total				7,470		7,470	-	-	7,470
2010	1	1/3	16		22.14	354					
2010	1	1/10	36.5		22.14	808					
2010	1	1/17	31.5		22.14	697					
2010	1	1/24	26.5		22.14	587					
2010	1	1/31	14		22.14	310					
2010	1	2/7	25		22.14	554					
2010	1	2/14	25		22.14	554					
2010	1	2/21	24		22.14	531					
2010	1	2/28	16		22.14	354					
2010	1	3/7	14		22.14	310					
2010	1	3/14	3.5		22.14	77					
2010	1	3/21	20		22.14	443					
2010	1	3/28	21		22.14	465					
2010	1	Total				6,044		6,044	-	-	6,044

NLRB Backpay Calculation

Case Name. DRW Electric, Inc  
 Case Number 7-CA-52789 and 7-CA-53196

Backpay period.

Schedule E

Claimant. **Brookeside Employee # 1 Fringes**

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	7		22.14	155					
2010	2	4/11	21		22.14	465					
2010	2	4/18	0		22.14	-					
2010	2	4/25	0		22.14	-					
2010	2	5/2	14.5		22.14	321					
2010	2	5/9	17		22.14	376					
2010	2	5/16	7		22.14	155					
2010	2	5/23	13		22.14	288					
2010	2	5/30	24		22.14	531					
2010	2	6/6	28.5		23.47	669					
2010	2	6/13	30.5		23.47	716					
2010	2	6/20	16		23.47	376					
2010	2	6/27	22.81		23.47	535					
2010	2	Total				4,587		4,587	-	-	4,587
2010	3	7/4	22.81		23.47	535					
2010	3	7/11	13.04		23.47	306					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				841		841	-	-	841

NLRB Backpay Calculation

Case Name DRW Electric, Inc  
 Case Number. 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule E

Claimant **Brookeside Employee # 1 Fringes**

10/21/09 - 7/8/10

Interest  
calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	18,943	-	-	18,943

Notes

1/ Est. based on the # of weekly hours reported by Brookeside for Command

**Total Backpay and Expenses 18,943**

NLRB Backpay Calculation

Case Name DRW Electric, Inc.  
 Case Number 7-CA-52789 and 7-CA-53196

Backpay period

Schedule F

Claimant. Brookside Employee # 2 Fringes

10/21/09 - 7/8/10

Interest  
calculated to.

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2009	4	10/3				-					
2009	4	10/10				-					
2009	4	10/17				-					
2009	4	10/24	9.2		22.14	204					
2009	4	10/31	16.1		22.14	356	1/				
2009	4	11/8	0		22.14	-					
2009	4	11/15	23		22.14	509					
2009	4	11/22	40		22.14	886					
2009	4	11/29	31.5		22.14	697					
2009	4	12/6	50		22.14	1,107					
2009	4	12/13	49.5		22.14	1,096					
2009	4	12/20	47		22.14	1,041					
2009	4	12/27	29.5		22.14	653					
2009	4	Total				6,549		6,549	-	-	6,549
2010	1	1/3	26		22.14	576					
2010	1	1/10	35		22.14	775					
2010	1	1/17	33		22.14	731					
2010	1	1/24	23		22.14	509					
2010	1	1/31	12		22.14	266					
2010	1	2/7	27.5		22.14	609					
2010	1	2/14	24.5		22.14	542					
2010	1	2/21	15		22.14	332					
2010	1	2/28	14		22.14	310					
2010	1	3/7	10		22.14	221					
2010	1	3/14	5		22.14	111					
2010	1	3/21	5		22.14	111					
2010	1	3/28	0		22.14	-					
2010	1	Total				5,093		5,093	-	-	5,093

NLRB Backpay Calculation

Case Name: DRW Electric, Inc  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: Brookside Employee # 2 Fringes

Backpay period: 10/21/09 - 7/8/10	Schedule F Interest calculated to:
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	2	4/4	0		22.14	-					
2010	2	4/11	0		22.14	-					
2010	2	4/18	2		22.14	44					
2010	2	4/25	0		22.14	-					
2010	2	5/2	0		22.14	-					
2010	2	5/9	2		22.14	44					
2010	2	5/16	0		22.14	-					
2010	2	5/23	4		22.14	89					
2010	2	5/30	8.5		22.14	188					
2010	2	6/6	10.5		23.47	246					
2010	2	6/13	4		23.47	94					
2010	2	6/20	0		23.47	-					
2010	2	6/27	16.1		23.47	378					
2010	2	Total				1,083		1,083	-	-	1,083
2010	3	7/4	16.1		23.47	378					
2010	3	7/11	9.2		23.47	216					
2010	3	7/18				-					
2010	3	7/25				-					
2010	3	8/1				-					
2010	3	8/8				-					
2010	3	8/15				-					
2010	3	8/22				-					
2010	3	8/29				-					
2010	3	9/5				-					
2010	3	9/12				-					
2010	3	9/19				-					
2010	3	9/26				-					
2010	3	Total				594		594	-	-	594

NLRB Backpay Calculation

Case Name: DRW Electric, Inc  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: **Brookeside Employee # 2 Fringes**

Backpay period: 10/21/09 - 7/8/10	Schedule F Interest calculated to
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							Totals	13,319	-	-	13,319

Notes

1/ Est based on the # of weekly hours reported by Brookeside for McMurray

<b>Total Backpay and Expenses</b>	<b>13,319</b>
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NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196

Backpay period:

Schedule G

Claimant: **Dynomax Employee # 1 Fringes**

7/8/10 - 11/1/10

Interest calculated to:

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	25.5		23.47	598	1/				
2010	3	7/25	25.5		23.47	598					
2010	3	8/1	25.5		23.47	598					
2010	3	8/8	25.5		23.47	598					
2010	3	8/15	48		23.47	1,127					
2010	3	8/22	42		23.47	986					
2010	3	8/29	39.5		23.47	927					
2010	3	9/5	39.5		23.47	927					
2010	3	9/12	35		23.47	821					
2010	3	9/19	36		23.47	845					
2010	3	9/26	28.5		23.47	669					
2010	3	Total				8,694		8,694	-	-	8,694
2010	4	10/3	25.5		23.47	598					
2010	4	10/10	25.5		23.47	598					
2010	4	10/17	24		23.47	563					
2010	4	10/24	25.5		23.47	598					
2010	4	10/31	25.5		23.47	598					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				2,955		2,955	-	-	2,955

NLRB Backpay Calculation

Case Name. DRW Electric, Inc.  
 Case Number. 7-CA-52789 and 7-CA-53196

Backpay period: 7/8/10 - 11/1/10	Schedule G Interest calculated to.
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Claimant **Dynomax Employee # 1 Fringes**

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							<b>Totals</b>	<b>11,649</b>	<b>-</b>	<b>-</b>	<b>11,649</b>

Notes

**Total Backpay and Expenses 11,649**

1/ Est based on the # of weekly hours reported by Brookside for Command and Command's paystubs from Dynomax.

NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196  
 Claimant: **Dynamax Employee # 2 Fringes**

Backpay period: 7/8/10 - 11/1/10	Schedule H Interest calculated to:
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Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2010	3	7/4				-					
2010	3	7/11				-					
2010	3	7/18	16.1		23.47	378	1/				
2010	3	7/25	16.1		23.47	378					
2010	3	8/1	16.1		23.47	378					
2010	3	8/8	16.1		23.47	378					
2010	3	8/15	16.1		23.47	378					
2010	3	8/22	16.1		23.47	378					
2010	3	8/29	16.1		23.47	378					
2010	3	9/5	16.1		23.47	378					
2010	3	9/12	16.1		23.47	378					
2010	3	9/19	16.1		23.47	378					
2010	3	9/26	16.1		23.47	378					
2010	3	Total				4,158		4,158	-	-	4,158
2010	4	10/3	16.1		23.47	378					
2010	4	10/10	16.1		23.47	378					
2010	4	10/17	16.1		23.47	378					
2010	4	10/24	16.1		23.47	378					
2010	4	10/31	16.1		23.47	378					
2010	4	11/7				-					
2010	4	11/14				-					
2010	4	11/21				-					
2010	4	11/28				-					
2010	4	12/5				-					
2010	4	12/12				-					
2010	4	12/19				-					
2010	4	12/26				-					
2010	4	Total				1,890		1,890	-	-	1,890

NLRB Backpay Calculation

Case Name: DRW Electric, Inc.  
 Case Number: 7-CA-52789 and 7-CA-53196

Backpay period: 7/8/10 - 11/1/10	Schedule H interest calculated to:
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Claimant: **Dynomax Employee # 2 Fringes**

Year	Qtr	Week End	Reg Hours	OT Hours	Hourly Rate	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
							<b>Totals</b>	<b>6,048</b>	-	-	<b>6,048</b>

Notes

**Total Backpay and Expenses 6,048**

1/ Est based on the number of weekly hours reported by Brookside for McMurray. No other documentation in the file.

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

*(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)*

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

# BOARD'S RULES AND REGULATIONS

## SEC. 102.56 *Answer to compliance specification*

**(a) Filing and service of answer; form.** — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

**(b) Contents of answer to specification.** — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

**(c) Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.** — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

**(d) Extension of time for filing answer to specification.** — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

**(e) Amendment to answer.** — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

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

JAMES E. STEELE and SHERMAN STEELE,  
A CO-PARTNERSHIP d/b/a REDDI-ELECTRIC<sup>1</sup>

and

Case No. 7-CA-31968

LOCAL 252, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO

COMPLIANCE SPECIFICATION  
AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order (305 NLRB No. 161) on December 31, 1991, directing Reddi Electric, herein called Respondent, to take certain affirmative action including that of making all contributions to the fringe benefit funds required by its collective-bargaining agreement with Local 252, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called the Union. On August 6, 1992, the United States Court of Appeals for the Sixth Circuit in Case No. 92-5936, entered its judgment enforcing the Board's Order. As a controversy presently exists over the amounts due to the fringe benefit funds on behalf of the affected employees, the undersigned Regional Director of the National Labor Relations Board for Region Seven, pursuant to the authority duly conferred upon him by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. Under the terms of the Board's Order, Respondent must make its employees whole by paying all fringe benefit contributions owed for the period of November 1990 through the present and by reimbursing employees for any losses attributable to the failure to make such contributions.

2. Respondent has failed to make proper fringe benefit contribution payments to the vacation fund, pension fund, health and welfare fund, National Electrical Benefit Fund (hereafter NEBF), apprentice training and apprentice school funds and the labor, management cooperation fund (hereafter LMCF) on behalf of covered employees for the period of November 1990 through the present

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<sup>1</sup> Upon subsequent investigation, the undersigned Regional Director has determined that the Employer is now operating as a Co-Partnership between James E. Steele and his brother, Sherman Steele. Accordingly the Employer's name as it appears in the caption has been amended to reflect this change.

EXHIBIT

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3. (a). For the period November 1990 to the present, only one employee was employed by Respondent on whose behalf Respondent is liable for fringe benefit contributions. The identity of said employee is unknown to the undersigned but well-known to Respondent. Inasmuch as the Respondent has refused and failed to provide the undersigned Regional Director with any records or other information with respect to the identity and status of the said employee, said employee is assumed to be a journeyman electrician, and all benefit contributions are computed based thereon.

(b). An appropriate measure of the average hours worked per month is an average of the hours worked by this employee during the four months for which fringe benefit reports were actually submitted. See Schedule A for the affected employee's hours worked from November 1990 through February, 1991 and gross earnings from November 1990 through February, 1991.

4. Based upon a letter of assent effective March 28, 1987, and which continues in effect, and its collective bargaining agreement, Respondent is liable for health and welfare contributions on behalf of the affected employee as follows (See Schedule A):

(a) contributions of \$2.00 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$2.75 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$3.15 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$3.25 for each hour worked during the period June 1993 through May 1994; and

(e) contribution of \$3.35 for each hour worked during the period June 1994 through the present.

5. Health and welfare contributions are calculated by multiplying the number of average monthly hours summed by calendar quarters said affected employee worked by the contribution rate of (See Schedule A):

(a) \$2.00 during the period November 1990 through May 1991;

(b) \$2.75 during the period June 1991 through May 1992;

- (c) \$3.15 during the period June 1992 through May 1993;
- (d) \$3.25 during the period June 1993 through May 1994;
- (e) \$3.35 during the period June 1994 through the present.

6. Respondent is liable for pension fund contributions on behalf of the affected employee as follows (See schedule A):

(a) contribution of \$1.20 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$1.22 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$1.45 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$1.47 to the defined benefit pension fund and \$.40 to the defined contribution pension fund for each hour worked during the period from June 1993 through May 1994;

(e) contributions of \$1.71 to the defined benefit pension fund and \$.64 to the defined contribution pension fund for each hour worked during the period June 1994 through the present.

7. Pension contributions are calculated by multiplying the number of average monthly hours worked summed by calendar quarters said affected employee worked by the contribution rate of (See Schedule A):

(a) \$1.20 during the period November 1990 through May 1991;

(b) \$1.22 during the period June 1991 through May 1992;

(c) \$1.45 during the period June 1992 through May 1993;

(d) \$1.47 for the defined benefit pension fund and \$.40 for the defined contribution pension during the period June 1993 through May 1994;

(e) \$1.71 for the defined benefit pension fund and \$.64 for the defined contribution pension during the period June 1994 through the present.

8. Respondent is liable for vacation fund contributions on behalf of the affected employee as follows (See Schedule A):

(a) contributions of \$2.81 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$2.85 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$2.89 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$2.95 for each hour worked during the period June 1993 through May 1994; and

(e) contributions of \$3.00 for each hour worked during the period June 1994 through the present.

9. Vacation fund contributions are calculated by multiplying the number of average monthly hours worked summed by calendar quarters said affected employee worked by the contribution rate of (See Schedule A):

(a) \$2.81 during the period November 1990 through May 1991;

(b) \$2.85 during the period June 1991 through May 1992;

(c) \$2.89 during the period June 1992 through May 1993;

(d) \$2.95 during the period June 1993 through May 1994;

(e) \$3.00 during the period June 1994 through the present.

10. Respondent is liable for contributions to the National Electrical Benefit Fund on behalf of the affected employee as follows (See schedule A):

(a) contributions of \$.68 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$.70 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$.71 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$.72 for each hour worked during the period from June 1993 through May 1994; and

(e) contributions of \$.73 for each hour worked during the period June 1994 through the present.

11. Contributions to the National Electrical Benefit Fund are calculated by multiplying the number of average monthly hours worked summed by calendar quarters said affected employee worked by the contribution rate of (See Schedule A):

- (a) \$.68 during the period November 1990 through May 1991;
- (b) \$.70 during the period June 1991 through May 1992;
- (c) \$.71 during the period June 1992 through May 1993;
- (d) \$.72 during the period June 1993 through May 1994;
- (e) \$.73 during the period June 1994 through the present.

12. Respondent is liable for contributions to the Apprenticeship & Training Fund on behalf of the affected employee as follows (See Schedule A):

(a) contributions of \$.15 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$.20 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$.21 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$.21 for each hour worked during the period from June 1993 through May 1994; and

(e) contributions of \$.21 for each hour worked during the period June 1994 through the present.

13. Contributions to the apprenticeship and Training Fund are calculated by multiplying the number of average monthly hours worked summed by calendar quarters hours said affected employee worked by the contribution rate of (See Schedule A):

- (a) \$.15 during the period November 1990 through May 1991;
- (b) \$.20 during the period June 1991 through May 1992;

- (c) \$.21 during the period June 1992 through May 1993;
- (d) \$.21 during the period June 1993 through May 1994;
- (e) \$.21 during the period June 1994 through the present.

14. Respondent is liable for contributions to the Apprenticeship School Fund on behalf of the affected employee as follows (See Schedule A):

(a) contributions of \$.25 for each hour worked during the period November 1990 through May 1991;

(b) contributions of \$.20 for each hour worked during the period June 1991 through May 1992;

(c) contributions of \$.21 for each hour worked during the period June 1992 through May 1993;

(d) contributions of \$.21 for each hour worked during the period from June 1993 through May 1994; and

(e) contributions of \$.21 for each hour worked during the period June 1994 through the present.

15. Contributions to the Apprentice School Fund are calculated by multiplying the number of average monthly hours summed by calendar quarterly hours said affected employee worked by the contribution rate of (See Schedule A):

(a) \$.25 during the period November 1990 through May 1991;

(b) \$.20 during the period June 1991 through May 1992;

(c) \$.21 during the period June 1992 through May 1993;

(d) \$.21 during the period June 1993 through May 1994;

(e) \$.21 during the period June 1994 through the present.

16. Respondent is liable for contributions to the Labor Management Cooperation Fund on behalf of the affected employee as follows (See Schedule A):

(a) contributions of \$.04 for each hour worked during the period November 1990 through May 1994;

(b) contributions of \$.06 for each hour worked during the period June 1994 through the present.

17. Contributions to the Labor management Cooperation Fund are calculated by multiplying the number of average months hours worked summed by calendar quarters said affected employee worked by the contribution rate of (See Schedule F):

(a) \$.04 during the period November 1990 through May 1994;

(b) \$.06 during the period June 1994 through the present.

18. The affected employee had no other losses attributable to Respondent's failure to make the proper fringe benefit fund contributions.

19. As set forth in Article 4, Section 4.05 (b)(7)(e) of the collective agreement referred to above in paragraph 4, Respondent is liable for all costs and attorney fees incurred in the collection of the fringe benefit contributions. Attorney's fees are calculated at 30 percent of the total fund contributions due. (See Schedule A)

20. Summarizing the facts and figures above, Respondent's obligation to make whole the affected employee and the health and welfare, pension and other contractually established funds herein and to pay contractually required costs and attorney fees, under the Board Order and court judgment will be discharged by payment to the appropriate funds and to the Union on behalf of the affected employee the following amounts plus interest computed in accordance with current Board policy, and attorney fees, through September 30, 1994, and continuing until Respondent complies with the above-referred to court order:

Health and Welfare	\$ 3,433.40
Pension (including Defined Benefit a/o 1993)	1,633.74
Defined Contribution	180.32
Vacation	3,431.94
NEBF	838.86
Apprenticeship Training	233.99
Apprenticeship School	254.74
LMCF	<u>49.46</u>
Total	\$10,056.45
Attorney's fees	4,004.94
Grand Total	<u>\$14,061.39</u>

WHEREFORE, it is prayed that an Order be entered consistent with the above.

PLEASE TAKE NOTICE that commencing at 11:00 a.m. on the 21st day of February, 1995, and on consecutive days thereafter a hearing will be conducted at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, Michigan before a duly designated administrative law judge of the National Labor Relations Board on the allegations set forth in the above specification, at which time and place you will have the right to appeal in person, or otherwise, and give testimony.

You are further notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, the Respondent shall, within 21 days from the date of the specification, file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and for (4) copies of an answer to the specification. To the extent that such answer fails to deny allegations of the specification in the manner required under the Board's Rules and Regulations, a copy of which is attached, and the failure to do so is not adequately explained, such allegations shall be deemed to be admitted to be true and the Respondents shall be precluded from introducing any evidence and controverting them.

Dated at Detroit, Michigan, this day 28th day of October, 1994.

(SEAL)

/s/ William C. Schaub, Jr  
William C. Schaub, Jr.  
Regional Director, Region 7  
National Labor Relations Board  
Patrick V. McNamara Federal Building  
477 Michigan Avenue - Room 300  
Detroit, Michigan 48226

JAMES C. BUNNETT AND GEMMAN THOMAS  
 A CO-PARTNERSHIP d/b/a REDDI ELECTRIC  
 CASE NO. 7-CA-31968

COMPUTATION OF WAGES AND FRINGES DUE

AVERAGES:	HOURS	WAGES	RATE
NOVEMBER '90	27.00	\$741.48	\$20.04
DECEMBER '90	42.50	\$851.70	\$20.04
JANUARY '91	6.00	\$120.24	\$20.04
FEBRUARY '91	12.50	\$250.50	\$20.04
TOTAL	98.00		NO WAGES DUE
AVERAGE	24.50		

COMPUTATION OF FRINGES

/QU	AVERAGE NUMBER OF		TOTAL HOURS	VACATION \$2.81	PENSION \$1.20	H & W \$2.00	NEBF \$ .68	TRAINING \$ .15	SCHOOL \$ .25	LMCF \$ .04		
	HOURS	MONTHS										
90-4	42.50	2.00	85.00	\$238.85	\$102.00	\$170.00	\$57.80	\$12.75	\$21.25	\$3.40	\$606.05	
91-1	24.50	3.00	73.50	\$206.54	\$88.20	\$147.00	\$49.98	\$11.03	\$18.38	\$2.94	\$524.06	
91-2	24.50	2.00	49.00	\$137.69	\$58.80	\$98.00	\$33.32	\$7.35	\$12.25	\$1.96	\$349.37	
YR/QU	AVERAGE NUMBER OF		TOTAL HOURS	VACATION \$2.85	PENSION \$1.22	H & W \$2.75	NEBF \$ .70	TRAINING \$ .20	SCHOOL \$ .20	LMCF \$ .04		
	HOURS	MONTHS										
91-2	24.50	1.00	24.50	\$69.83	\$29.89	\$67.38	\$17.15	\$4.90	\$4.90	\$ .98	\$195.02	
91-3	24.50	3.00	73.50	\$209.48	\$89.67	\$202.13	\$51.45	\$14.70	\$14.70	\$2.94	\$585.06	
91-4	24.50	3.00	73.50	\$209.48	\$89.67	\$202.13	\$51.45	\$14.70	\$14.70	\$2.94	\$585.06	
92-1	24.50	3.00	73.50	\$209.48	\$89.67	\$202.13	\$51.45	\$14.70	\$14.70	\$2.94	\$585.06	
92-2	24.50	2.00	49.00	\$139.65	\$59.78	\$134.75	\$34.30	\$9.80	\$9.80	\$1.96	\$390.04	
YR/QU	AVERAGE NUMBER OF		TOTAL HOURS	VACATION \$2.89	PENSION \$1.45	H & W \$3.15	NEBF \$ .71	TRAINING \$ .21	SCHOOL \$ .21	LMCF \$ .04		
	HOURS	MONTHS										
92-2	24.50	1.00	24.50	\$70.81	\$35.53	\$77.18	\$17.40	\$5.15	\$5.15	\$ .98	\$212.17	
92-4	24.50	3.00	73.50	\$212.42	\$106.58	\$231.53	\$52.19	\$15.44	\$15.44	\$2.94	\$636.51	
93-1	24.50	3.00	73.50	\$212.42	\$106.58	\$231.53	\$52.19	\$15.44	\$15.44	\$2.94	\$636.51	
93-2	24.50	3.00	73.50	\$212.42	\$106.58	\$231.53	\$52.19	\$15.44	\$15.44	\$2.94	\$636.51	
93-2	24.50	2.00	49.00	\$141.61	\$71.05	\$154.35	\$34.79	\$10.29	\$10.29	\$1.96	\$424.34	
YR/QU	AVERAGE NUMBER OF		TOTAL HOURS	VACATION \$2.95	PENSION DB \$1.47	H & W \$3.25	NEBF \$ .72	TRAINING \$ .21	SCHOOL \$ .21	LMCF \$ .04	PENSION DC \$ .40	
	HOURS	MONTHS										
93-2	24.50	1.00	24.50	\$72.28	\$36.02	\$79.63	\$17.64	\$5.15	\$5.15	\$ .98	\$9.80	\$226.63
93-3	24.50	3.00	73.50	\$216.83	\$108.05	\$238.88	\$52.92	\$15.44	\$15.44	\$2.94	\$29.40	\$679.88
93-4	24.50	3.00	73.50	\$216.83	\$108.05	\$238.88	\$52.92	\$15.44	\$15.44	\$2.94	\$29.40	\$679.88
94-1	24.50	3.00	73.50	\$216.83	\$108.05	\$238.88	\$52.92	\$15.44	\$15.44	\$2.94	\$29.40	\$679.88
94-2	24.50	2.00	49.00	\$144.55	\$72.03	\$159.25	\$35.28	\$10.29	\$10.29	\$1.96	\$19.60	\$453.25
YR/QU	AVERAGE NUMBER OF		TOTAL HOURS	VACATION \$3.00	PENSION DB \$1.71	H & W \$3.35	NEBF \$ .73	TRAINING \$ .21	SCHOOL \$ .21	LMCF \$ .06	PENSION DC \$ .64	
	HOURS	MONTHS										
94-2	24.50	1.00	24.50	\$73.50	\$41.90	\$82.08	\$17.89	\$5.15	\$5.15	\$1.47	\$15.68	\$242.80
94-3	24.50	3.00	73.50	\$220.50	\$125.69	\$246.23	\$53.66	\$15.44	\$15.44	\$4.41	\$47.04	\$725.39
				\$3,431.94	\$1,633.74	\$3,433.40	\$838.86	\$233.99	\$254.74	\$49.46	\$180.32	\$10,056.45
												\$ .00
												ATTORNEY FEES 4,004.94
												GRAND TOTAL \$14,061.39

SCHEDULE A

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
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At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

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All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

Any party shall be entitled, on request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, D.C. (or, in cases under the San Francisco, California branch office, the Deputy Chief Administrative Law Judge; or in cases under the branch offices in New York, New York, and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge, Deputy Chief Administrative Law Judge, or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce Government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

*NOTICE. This opinion is subject to formal revision before publication in the Board volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.*

**James E. Steele and Sherman Steele, a Co-Partnership d/b/a Reddi Electric<sup>1</sup> and Local 252, International Brotherhood of Electrical Workers, AFL-CIO. Case 7-CA-31968**

February 10, 1995

**SUPPLEMENTAL DECISION AND ORDER**

BY MEMBERS STEPHENS, COHEN, AND TRUESDALE

On December 31, 1991, the National Labor Relations Board issued an unpublished Decision and Order,<sup>2</sup> ordering James E. Steele, a sole proprietor, d/b/a Reddi Electric, to make whole its unit employees by, inter alia, making all contractually required fringe benefit contributions that, in violation of Section 8(a)(5) and (1) of the National Labor Relations Act, it had failed to pay. On August 6, 1994, the United States Court of Appeals for the Sixth Circuit entered a judgment enforcing the Board's order.

A controversy having arisen over the amounts due to the fringe benefit funds, on October 28, 1994, the Regional Director for Region 7 issued a compliance specification alleging the amounts due under the Board's Order, and notifying the Respondent that it should file a timely answer complying with the Board's Rules and Regulations. Although properly served with a copy of the compliance specification, the Respondent failed to file an answer.

By letter dated November 23, 1994, counsel for the General Counsel advised the Respondent that no answer to the compliance specification had been received, and that unless an answer were received by December 9, 1994 (subsequently extended to December 16, 1994), summary judgment would be sought. The Respondent filed no answer.

On January 12, 1995, the General Counsel filed with the Board a motion for summary judgment, with ex-

hibits attached. On January 17, 1995, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent again filed no response. The allegations in the motion and in the compliance specification are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on the Motion for Summary Judgment**

Section 102.56(a) of the Board's Rules and Regulations provides that the Respondent shall file an answer within 21 days from service of a compliance specification. Section 102.56(c) of the Board's Rules and Regulations states:

If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate.

According to the uncontroverted allegations of the Motion for Summary Judgment, the Respondent, despite having been advised of the filing requirements, has failed to file an answer to the compliance specification. In the absence of good cause for the Respondent's failure to file an answer, we deem the allegations in the compliance specification to be admitted as true, and grant the General Counsel's Motion for Summary Judgment.

Accordingly, we conclude that the amounts due the funds and the Union are as stated in the compliance specification and we will order payment by the Respondent of those amounts to the funds and the Union, plus interest accrued on those amounts to the date of payment.

**ORDER**

The National Labor Relations Board orders that the Respondent, James E. Steele and Sherman Steele, a Co-Partnership d/b/a Reddi Electric, Inkster, Michigan, its officers, agents, successors, and assigns, shall make whole the unit employees by paying to the funds and to the Union the following amounts, plus interest:

<sup>1</sup> Following issuance of the Board's Decision and Order in the unfair labor practice proceeding, the Regional Director determined that the Respondent is now operating as a co-partnership between James E. Steele and his brother, Sherman Steele. Accordingly, the Respondent's name as it appeared in the caption has been amended to reflect this change.

<sup>2</sup> 305 NLRB No. 161. Summary judgment decision not reported in Board volumes.



## DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

Health and Welfare	\$3,433.40
Pension (including Defined Benefit a/o 1993)	1,633.74
Defined Contribution	180.32
Vacation	3,431.94
National Electric Benefit Fund (NEBF)	838.86
Apprenticeship Training	233.99
Apprenticeship School	254.74
Labor Management Cooperation Fund (LMCF)	49.46
<b>Total</b>	<b>\$10,056.45</b>
Attorney's fees	4,004.94
<b>Grand Total</b>	<b>\$14,061.39</b>

Dated, Washington, D.C. February 10, 1995

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James M. Stephens,	Member
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Charles I. Cohen,	Member
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John C. Truesdale,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD