

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

GLORIA J. VERNO D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.;
T & M PAINTING, INC., A CORPORATION
CHARGED WITH DERIVATIVE LIABILITY;
JOSEPH P. VERNO, AN INDIVIDUAL
CHARGED WITH PERSONAL LIABILITY

and

Case 06-CA-036647

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL 57 OF
WESTERN PENNSYLVANIA, AFL-CIO, CLC

MOTION FOR PARTIAL SUMMARY JUDGMENT

Counsel for the Acting General Counsel, pursuant to Section 102.24 and 102.56(c) of the Rules and Regulations of the National Labor Relations Board, files this Motion for Partial Summary Judgment. In support of this Motion, Counsel for the Acting General Counsel submits that certain of the pleadings described herein raise no material issues of either fact or law, and states the following:

1. The National Labor Relations Board issued its Decision and Order in the instant case on September 30, 2010 (355 NLRB No. 214), directing Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., to take certain affirmative action, including, *inter alia*, to

make whole bargaining unit employees for any loss of earnings and other benefits, plus accrued interest thereon, resulting from the failure to provide the unit employees with the wages and benefits, including fringe benefit contributions, to which they are entitled under the collective-bargaining agreement in effect between Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc. and International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO (herein called the Union) for any of Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc.'s job projects within the Union's geographic jurisdiction, retroactive to August 14, 2008. A copy is attached as Exhibit A.

2. On December 13, 2010, the United States Circuit Court of Appeals for the Third Circuit issued its Judgment and Mandate enforcing in full all of the affirmative remedial requirements of the underlying Board Decision and Order. A copy is attached as Exhibit B.

3. (a) Based on non-compliance with the Board's Order, as enforced by the Court's Judgment and Mandate, the Regional Director of the National Labor Relations Board for Region Six, pursuant to authority duly conferred upon him by Sections 102.54 and 102.55 of the Board's Rules and Regulations, issued a Compliance Specification and Notice of Hearing on February 15, 2012, which was duly served on Gloria J. Verno d/b/a Joe's Painting And Its Alter Ego Joe's Painting, Inc.; T & M Painting, Inc., A Corporation Charged With Derivative Liability; and Joseph P. Verno, An Individual Charged With Personal Liability; herein collectively called Respondent; by certified mail. A copy is attached as Exhibit C-1.

(b) An Amendment to the Compliance Specification was issued on February 23, 2012, and was duly served on Respondent by certified mail.¹ A copy is attached as Exhibit C-2.

¹ Gloria J. Verno d/b/a Joe's Painting and its Alter Ego Joe's Painting, Inc. were served with the Compliance Specification and Notice of Hearing on February 15, 2012, and with the Amendment to Compliance Specification on February 23, 2012. Joseph P. Verno and T&M Painting, Inc. were each served with the Compliance Specification and Notice of Hearing and the Amendment to Compliance Specification on March 28, 2012. The hearing in this case is currently scheduled to take place on June 19, 2012.

4. The Answer to Compliance Specification was filed in this case on March 5, 2012.

A copy is attached as Exhibit D.²

5. With respect to the backpay amounts owed to the affected individuals, the Answer to Compliance Specification raises no material issues of fact to be determined at hearing concerning the backpay calculations.

6. With respect to the Fringe Benefit Contributions due to the Union's Benefit Funds, the Answer to Compliance Specification raises no material issues of fact to be determined at hearing concerning the contribution calculations.

7. By letter dated April 6, 2012, sent by certified mail to counsel for Respondent, Respondent was notified that the Answer to Compliance Specification did not meet the requirements described in Section 102.56(b) of the Board's Rules and Regulations, and is therefore deficient. Respondent was given an opportunity to file an amended answer, but Respondent failed to do so. A copy of the letter is attached as Exhibit E.

8. (a) Section 102.56(b) of the Board's Rules and Regulations require Respondent to state with particularity the basis of all denials. Only where Respondent offers a facially valid reason for failure to comply with the specificity requirement is this obligation discharged. Paragraphs 3, 15 and 17-23 of the Answer all aver that Respondent is not obligated for backpay to individuals who worked for Respondent nor for benefit fund contributions it was required to pay by terms of the collective bargaining agreement to which it was a party. Respondent repeatedly asserts that it was "fraudulently induced" to enter into the collective bargaining agreement which forms the basis for the judgment in this case.

² No separate Answer was filed to the Amendment to Compliance Specification. As the Amendment merely replaced Appendix C attached to the original Compliance Specification, which contained in inadvertent error, Counsel for the Acting General Counsel submits that Respondent's failure to file a separate Answer to the Amendment does not affect the substance of the instant Motion.

(b) Respondent's denial of the allegations contained in paragraph 3 of the Compliance Specification goes to the liability of Gloria J. Verno, which has already been litigated and decided in the underlying proceeding. 355 NLRB No. 314, slip op. p. 1.

(c) Respondent's denial of the allegations contained in paragraph 15 of the Compliance Specification appears to be based solely on the designation of the affected individuals in this case as "individual discriminatees". The term "individual discriminatees" merely refers to the names of the individuals affected by the unlawful conduct which has already been litigated and decided in the underlying proceeding.

9. Despite Respondent's assertions to the contrary, Respondent was found in the underlying case to be a party to the collective bargaining agreement, and to have failed to comply with its obligations under that agreement. 355 NLRB No. 314, slip op. p. 2. Thus, it is clear Respondent's Answer is merely a thinly veiled attempt to obtain a "second bite at the apple." Respondent may not re-litigate matters found adversely to Respondent in the underlying unfair labor practice case. Convergence Communications, 342 NLRB 918, 919 (2004); Paolicelli, 335 NLRB 881, 883 (2001).

10. In addition, Section 102.56(b) of the Board's Rules and Regulations also requires that if Respondent disputes the accuracy or the basis of the calculations contained in the Specification, Respondent is required to "specifically state the basis for such disagreement, setting forth in detail" its position and providing support thereof. In its denials, Respondent has offered neither an alternative method of calculation nor an explanation for its failure to offer an alternative. As such, paragraphs 3, 15, 17-23 and 28-31 of the Compliance Specification must be deemed admitted as true. Flaum Appetizing Corp., 357 NLRB No. 162, slip op. p. 2 (December 30, 2011); Paolicelli, 335 NLRB at 884.

11. In paragraph 6 of its Answer to the Compliance Specification, Respondent denies that Joseph P. Verno is personally liable for the remedy in this case. In paragraphs 9, 12, 13

and 14, Respondent denies allegations relating to the entity T&M Painting and its status as a disguised continuance and single integrated enterprise with Gloria J. Verno d/b/a Joe's Painting and Joe's Painting, Inc. T&M Painting did not exist at the time the Board issued its underlying decision in this case, and Joseph P. Verno was not alleged to be personally liable in the underlying case. As the allegations concerning the alter ego/single employer status and liability of Joseph P. Verno and T&M Painting were not resolved in the underlying decision, these issues must be litigated. Paragraph 32 of the Compliance Specification is a summary of the allegations concerning the calculations of backpay and the collective liability of Respondent, including T&M Painting, Inc. and Joseph P. Verno as an individual. Respondent denied this allegation.

12. In addition, paragraphs 24-26 of the Compliance Specification contain allegations concerning notifications provided by the Union and Respondent of the desire of either party to cancel or terminate the collective bargaining agreement in effect between the parties. Respondent has denied these allegations, and, therefore, these issues also must be litigated.

13. Respondent admitted the allegations contained in paragraphs 1, 2, 4, 5, 7, 8, 10, 11, 16 and 27 of the Compliance Specification. These matters will, therefore, not need to be litigated at the hearing.

WHEREFORE Counsel for the Acting General Counsel respectfully moves:

1. That the Board deem admitted as true paragraphs 3, 15, 17-23 and 28-31 of Respondent's Answer to Compliance Specification;
2. That the Board grant this Motion for Partial Summary Judgment;
3. That the Board order that a hearing be held solely on the issues raised by the allegations contained in paragraphs 6, 9, 12-14 and 24-26 of the Compliance Specification and Notice of Hearing issued in this matter; and for the reasons set forth above in paragraph 11 of

this Motion, a hearing be held also on the appropriate portions of paragraph 32 of the Compliance Specification and Notice of Hearing issued in this matter; and

4. That the Board order the entities found liable as a result of the hearing be ordered to pay the amounts specified in the Compliance Specification.

Dated at Pittsburgh, Pennsylvania, this 8th day of May 2012.



Julie R. Stern
Counsel for the Acting General Counsel
NATIONAL LABOR RELATIONS BOARD
REGION SIX
William S. Moorhead Federal Building
1000 Liberty Avenue, Room 904
Pittsburgh, Pennsylvania 15222

NOTICE: This opinion is subject to formal revision before publication in the bound 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.

Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc. and International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC. Case 6-CA-36647

September 30, 2010

DECISION AND ORDER

BY MEMBERS BECKER, PEARCE, AND HAYES

The Acting General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge and amended charges filed by the Union on September 14 and November 12, 2009, and May 26, 2010, respectively, the Acting General Counsel issued the complaint on June 30, 2010, against Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc. (collectively the Respondent), alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On July 28, 2010, the Acting General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on July 29, 2010, 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 filed no response. The allegations in the motion are therefore undisputed.

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

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by July 14, 2010, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the Acting General Counsel's motion disclose that the Region, by letter dated July 15, 2010, notified the Respondent that unless an answer was received by the close of business on the third business day following receipt of the letter, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file an answer, we grant the Acting General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent Gloria J. Verno d/b/a Joe's Painting and Respondent Joe's Painting, Inc. have had substantially identical management, business purpose, operations, equipment, customers, and supervision, as well as ownership.

About December 15, 2008, Respondent Joe's Painting, Inc. was established by Respondent Gloria J. Verno d/b/a Joe's Painting, as a continuation of Respondent Gloria J. Verno d/b/a Joe's Painting.

Based on the operations and conduct described above, Respondent Gloria J. Verno d/b/a Joe's Painting and Respondent Joe's Painting, Inc. are, and have been at all material times, alter egos.

At all material times Respondent Gloria J. Verno d/b/a Joe's Painting has been owned by Gloria J. Verno, a sole proprietorship, doing business in the construction industry as Joe's Painting, performing commercial and residential painting work.

At all material times, Respondent Joe's Painting, Inc., a Pennsylvania corporation, with an office and place of business in Coal Center, Pennsylvania, has been engaged as a painting contractor in the construction industry performing commercial and residential painting work.

During the 12-month period ending August 31, 2008, Respondent Gloria J. Verno d/b/a Joe's Painting and the Respondent, in conducting its business operations described above, purchased and received at its Coal Center, Pennsylvania facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

During the 12-month period ending January 1, 2010, Respondent Joe's Painting, Inc. and the Respondent, in conducting its business operations described above, purchased and received at its Coal Center, Pennsylvania facility goods valued in excess of \$50,000 directly from points outside the Commonwealth of Pennsylvania.

We find that Respondent Gloria J. Verno d/b/a Joe's Painting; Respondent Joe's Painting, Inc.; and the Respondent are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the

meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Gloria J. Verno - Owner of Respondent Gloria J. Verno d/b/a Joe's Painting President of Respondent Joe's Painting, Inc.

Joseph P. Verno - Project Manager

About August 14, 2008, Respondent Gloria J. Verno d/b/a Joe's Painting, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement with respect to the terms and conditions of employment of the unit, which is effective for the period June 1, 2008 through May 31, 2011, whereby it recognized the Union as the exclusive collective-bargaining representative of the unit.

Since about August 14, 2008, pursuant to the 2008–2011 agreement described above, the Union has been recognized as the exclusive collective-bargaining representative of the unit by the Respondent without regard to whether the majority status of the Union had ever been established under the provisions of Section 9(a) of the Act.

The unit as set forth in the 2008–2011 collective-bargaining agreement constitutes an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.¹

For the period from August 14, 2008 to May 31, 2011, based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the unit.²

Article VI of the 2008–2011 collective-bargaining agreement provides the wages and fringe benefit rates to be paid to unit employees.

Since about August 14, 2008, the Respondent has abrogated the terms and conditions of the 2008–2011 collective-bargaining agreement by failing to apply the collective-bargaining agreement, including wage and fringe benefit rates, on its job projects.³

¹ There is no specific unit description set forth in the complaint. However, in light of the Respondent's failure to file an answer to the complaint, there is no dispute that the unit described in the 2008–2011 collective-bargaining agreement is appropriate.

² The complaint alleges that the Respondent is a construction industry employer and that it granted recognition to the Union without regard to whether the Union had established majority status. Accordingly, we find that the relationship was entered into pursuant to Sec. 8(f) of the Act and that the Union is therefore the exclusive representative of the unit employees for the period covered by the contract. See, e.g., *A.S.B. Cloutre, Ltd.*, 313 NLRB 1012 (1994).

³ The complaint alleges a failure to apply the agreement since August 14, 2008, more than 6 months before the filing of the charge. However, the 6-month limitations period in Sec. 10(b) of the Act is an

The Respondent engaged in the conduct described in the preceding paragraph without the Union's consent. The terms and conditions of employment described in the preceding paragraph are mandatory subjects for the purpose of collective bargaining.

CONCLUSION OF LAW

By abrogating the terms and conditions of the 2008–2011 collective-bargaining agreement, the Respondent has failed and refused to bargain collectively and in good faith with the limited exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act by abrogating the terms and conditions of the 2008–2011 collective-bargaining agreement by failing, since about August 14, 2008, to honor the contractually required wage and fringe benefit rates on its projects, we shall order the Respondent to comply with the 2008–2011 collective-bargaining agreement, and to make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of the Respondent's unlawful conduct, by paying them the contractual wages applicable to its job projects, retroactive to August 14, 2008, in the manner set forth in *Ogle Protection Service*, 183 NLRB 682, 683 (1970), enf. 444 F.2d 502 (6th Cir. 1971), with interest computed in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). In addition, the Respondent shall make whole the unit employees by making all fringe benefit payments that have not been made since August 14, 2008, and that would have been made but for the Respondent's unlawful failure to make them, including any additional amounts applicable to such delinquent payments as set forth in *Merryweather Optical Co.*, 240

affirmative defense that is waived if not timely raised. See, e.g., *Newspaper & Mail Deliverers (New York Post)*, 337 NLRB 608, 609 (2002) (citing *Public Service Co.*, 312 NLRB 459, 461 (1993)). As the Respondent has failed to file an answer to the complaint or a response to the notice to show cause, and has failed to raise a 10(b) defense, we therefore find the violations as alleged and issue an appropriate remedial order. See, e.g., *Malik Roofing Corp.*, 338 NLRB 930, 931 fn. 3 (2003); *J.F. Morris Co.*, 292 NLRB 869, 870 fn. 2 (1989), enf. mem. 881 F.2d 1076 (6th Cir. 1989).

NLRB 1213, 1216 (1979).⁴ The Respondent shall also reimburse unit employees for any expenses ensuing from its failure to make the required payments to the fringe benefit funds, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enf. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, supra, with interest as prescribed in *New Horizons for the Retarded*, supra.

ORDER

The National Labor Relations Board orders that the Respondent, Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., Coal Center, Pennsylvania, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC, as the limited exclusive collective-bargaining representative of the employees in the bargaining unit, as set forth in the 2008–2011 collective-bargaining agreement, by abrogating the terms and conditions of the agreement by failing to apply the agreement, including wage and fringe benefit rates, to its job projects.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Adhere to the terms and conditions of the 2008–2011 collective-bargaining agreement with the Union.

(b) Make whole the employees in the bargaining unit, as set forth in the 2008–2011 collective-bargaining agreement, for any loss of earnings and other benefits resulting from the Respondent's unlawful conduct, with interest, in the manner set forth in the remedy section of this decision.

(c) Make all contractually required benefit fund contributions, if any, that have not been made on behalf of employees in the unit since August 14, 2008, and reimburse unit employees for any expenses ensuing from the Respondent's failure to make the required payments, with interest, in the manner set forth in the remedy section of this decision.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its facility in Coal Center, Pennsylvania, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 14, 2008.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

⁴ The complaint alleges, among other things, that: (1) the Respondent violated Sec. 8(a)(5) and (1) by failing to pay the fringe benefit rates specified in the parties' collective-bargaining agreement; and (2) those fringe benefit rates are "terms and conditions of employment [and] are mandatory subjects for the purpose of collective bargaining." By failing to file an answer to the complaint, the Respondent admitted those allegations. Accordingly, we have found that the Respondent violated the Act in that manner. We note, however, that the complaint did not specify those fringe benefit rates and did not specify the nature of the trust funds, if any, to which contributions at those rates are made. Our order, therefore, directs the Respondent to make employees whole with respect to those benefits, but does not foreclose the Respondent, at the compliance stage of this proceeding, from showing that there are some contractual fringe benefits that are permissive subjects of bargaining and hence not covered by our Order. See, e.g., *Finger Lakes Plumbing & Heating Co.*, 254 NLRB 1399, 1399 (1981).

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

Dated, Washington, D.C. September 30, 2010

Craig Becker, Member

Mark Gaston Pearce, Member

Brian E. Hayes, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
APPENDIX
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC, as the limited exclusive collective-bargaining representative of the employees in the bargaining unit, as set forth in the 2008–2011 collective-bargaining agreement, by abrogating the terms and conditions of the agreement by failing to apply the agreement, including wage and fringe benefit rates, to our job projects.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL adhere to the terms and conditions of the 2008–2011 collective-bargaining agreement with the Union.

WE WILL make whole the employees in the bargaining unit, as set forth in the 2008–2011 collective-bargaining agreement, for any loss of earnings and other benefits resulting from our unlawful conduct, with interest.

WE WILL make all contractually-required benefit fund contributions, if any, that have not been made on behalf of employees in the unit since August 14, 2008, and WE WILL reimburse unit employees for any expenses ensuing from our failure to make the required payments, with interest.

GLORIA J. VERNO D/B/A JOE'S PAINTING AND
ITS ALTER EGO JOE'S PAINTING, INC.

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
	:	
Petitioner	:	No. 10-4324
	:	
v.	:	
	:	
GLORIA J. VERNO D/B/A JOE'S PAINTING	:	Board Case No.:
AND ITS ALTER EGO JOE'S PAINTING, INC.	:	6-CA-36647
	:	
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before: SCIRICA, HARDIMAN and VANASKIE, Circuit Judges

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., its officers, agents, successors, and assigns, enforcing its order dated September 30, 2010, in Case No. 6-CA-36647, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Mandate shall issue forthwith.

BY THE COURT

/s/ Anthony J. Scirica

Circuit Judge

DATED: December 13, 2010
PDB/cc: Linda Dreeben, Esq.
Gina M. Banai, Esq.

Certified ~~as a true copy~~ and issued in lieu
of a formal mandate on 12/13/10



Teste: *Marcia M. Waldron*
Clerk U.S. Court of Appeals for the Third Circuit

NATIONAL LABOR RELATIONS BOARD

v.

**GLORIA J. VERNO D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.**

ORDER

Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., Coal Center, Pennsylvania, its officers, agents, successors, and assigns, shall

- 1. Cease and desist from**
 - (a) Failing and refusing to bargain collectively and in good faith with International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC, as the limited exclusive collective-bargaining representative of the employees in the bargaining unit, as set forth in the 2008-2011 collective-bargaining agreement, by abrogating the terms and conditions of the agreement by failing to apply the agreement, including wage and fringe benefit rates, to its job projects.**
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.**
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.**
 - (a) Adhere to the terms and conditions of the 2008-2011 collective-bargaining agreement with the Union.**
 - (b) Make whole the employees in the bargaining unit, as set forth in the 2008-2011 collective-bargaining agreement, for any loss of earnings and other benefits resulting from the Respondent's unlawful conduct, with interest, in the manner set forth in the remedy section of the Board's September 30, 2010, decision reported at 355 NLRB No. 214.**
 - (c) Make all contractually required benefit fund contributions, if any, that have not been made on behalf of employees in the unit since August 14, 2008, and reimburse unit employees for any expenses ensuing from the Respondent's failure to make the required payments, with interest, in the**

manner set forth in the remedy section of the Board's September 30, 2010, decision reported at 355 NLRB No. 214.

- (d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (e) Within 14 days after service by the Region, post at its facility in Coal Center, Pennsylvania, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 14, 2008.
- (f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO, CLC, as the limited exclusive collective-bargaining representative of the employees in the bargaining unit, as set forth in the 2008-2011 collective-bargaining agreement, by abrogating the terms and conditions of the agreement by failing to apply the agreement, including wage and fringe benefit rates, to our job projects.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL adhere to the terms and conditions of the 2008-2011 collective-bargaining agreement with the Union.

WE WILL make whole the employees in the bargaining unit, as set forth in the 2008-2011 collective-bargaining agreement, for any loss of earnings and other benefits resulting from our unlawful conduct, with interest.

WE WILL make all contractually-required benefit fund contributions, if any, that have not been made on behalf of employees in the unit since August 14, 2008, and WE WILL reimburse unit employees for any expenses ensuing from our failure to make the required payments, with interest.

**GLORIA J. VERNO D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.**

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

GLORIA J. VERNO D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.;
T & M PAINTING, INC., A CORPORATION
CHARGED WITH DERIVATIVE LIABILITY;
JOSEPH P. VERNO, AN INDIVIDUAL
CHARGED WITH PERSONAL LIABILITY

and

Case 06-CA-036647

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL 57 OF
WESTERN PENNSYLVANIA, AFL-CIO

COMPLIANCE SPECIFICATION
AND
NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order (355 NLRB No. 214) on September 30, 2010, directing Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc., herein collectively called Respondent, to take certain affirmative action, including, inter alia, to make whole bargaining unit employees for any loss of earnings and other benefits, plus accrued interest thereon, resulting from Respondent's failure to provide the unit employees with the wages and benefits, including fringe benefit contributions, to which they are entitled under the collective-bargaining agreement between Gloria J. Verno d/b/a Joe's Painting and International Union of Painters and Allied Trades, District Council 57 of Western Pennsylvania, AFL-CIO (herein called the Union) for any of Respondents' job projects

within the Union geographic jurisdiction, retroactive to August 14, 2008. The collective-bargaining agreement remains in effect by its terms:

"...from June 1, 2008 up to and including May 31, 2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to May 31, 2011, or May 31 of any subsequent contract year."

On December 13, 2010, the United States Court of Appeals for the Third Circuit issued its Judgment and Mandate enforcing in full all of the affirmative remedial requirements of the underlying Board Decision and Order.

Based on Respondent's non-compliance with the Board's Order, as enforced by the Court's Judgment and Mandate; the Regional Director of the National Labor Relations Board for Region Six, pursuant to authority duly conferred upon him by Sections 102.54 and 102.55 of the Board's Rules and Regulations, hereby issues this Compliance Specification and alleges as follows:

Personal Liability of Gloria J. Verno and Joseph P. Verno

1. At all material times, Gloria J. Verno has been the Sole Proprietor of Gloria J. Verno d/b/a Joe's Painting and President of Joe's Painting, Inc.

2. At all material times, Joseph P. Verno, husband of Gloria J. Verno, has been Project Manager of Respondent Gloria J. Verno d/b/a Joe's Painting and of Respondent Joe's Painting, Inc.

3. As Sole Proprietor of Gloria J. Verno d/b/a Joe's Painting, Gloria J. Verno is personally liable for the remedy in this case.

4. On August 15, 2011, Gloria J. Verno testified in a deposition before National Labor Relations Board attorneys in Pittsburgh, Pennsylvania, that she and her husband, Joseph P. Verno, have no personal bank accounts and do all of their personal banking

through the bank accounts of Gloria J. Verno d/b/a Joe's Painting and Joe's Painting, Inc., including, but not limited to, payments for at least one personal vehicle, payments for a second mortgage on their home, and payments for television service at their home.

5. On August 15, 2011, Gloria J. Verno further testified that neither she, nor her husband, Joseph P. Verno, earn a salary from Gloria J. Verno d/b/a Joe's Painting or Joe's Painting, Inc.

6. Based upon the co-mingling of business and personal assets and funds described above in paragraphs 3 through 5, Gloria J. Verno and Joseph P. Verno are, and have been at all material times, personally liable for the remedy in this case.

T & M Painting, Inc.

7. At all material times Respondent Gloria J. Verno d/b/a Joe's Painting and its alter ego Respondent Joe's Painting, Inc., has been engaged in the business of performing commercial and residential painting work in the construction industry.

8. At all material times Respondent Gloria J. Verno d/b/a Joe's Painting and Respondent Joe's Painting, Inc. have been located at 157 California Avenue, Coal Center, Pennsylvania.

9. On June 22, 2011 T & M Painting, Inc. was formed by Gloria J. Verno and Joseph P. Verno as a disguised continuance of Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc.; with substantially identical management, business purpose, operations, customers, supervisors, equipment and facilities.

10. At all material times T & M Painting, Inc. has been located at 157 California Avenue, Coal Center, Pennsylvania.

11. T & M Painting, Inc. was formed to engage in the business of performing commercial and residential painting work in the construction industry.

12. At all material times Respondent has operated T & M Painting, Inc. as a single integrated enterprise with Respondent. T & M Painting, Inc. has no separate capital, bank account or payroll. Work bid under T&M Painting, Inc. is performed by Respondent.

13. On August 15, 2011, Joseph P. Verno testified in a deposition before National Labor Relations Board attorneys in Pittsburgh, Pennsylvania, that T & M Painting, Inc. was formed, in part, for the purpose of attempting to evade the contractual and monetary liability arising from the Board's Order.

14. Based upon the operations and conduct described above in paragraph 7 through 13, Respondent Gloria J. Verno d/b/a Joe's Painting, Respondent Joe's Painting, Inc. and Respondent T & M Painting, Inc. are, and have been at all material times, alter egos and a single employer within the meaning of the Act, and are hereinafter referred to collectively as Respondent.

Backpay

15. The individual discriminatees in this proceeding, as listed in Appendix A, consist of all employees of Respondent who have performed bargaining unit work within the geographic jurisdiction of the Union from August 14, 2008 to August of 2011.

16. It is currently unknown to the undersigned what, if any, additional work Respondent has performed within the Union's geographic jurisdiction since August 2011.

17. Respondent is obligated to pay the discriminatees listed in Appendix A in accordance with the terms of the 2008-2011 collective-bargaining agreement between Respondent and the Union for each of Respondent's job projects performed since August 14, 2008 within the Union's geographic jurisdiction, as listed in Appendix B. It is presently unknown to the General Counsel whether the job project information provided by

Respondent to date encompasses all projects worked by Respondent during the backpay period and within the Union's jurisdiction.

18. In accordance with Article VI, Section 1 and Section 4.A of the 2008-2011 collective-bargaining agreement, the following "Industrial" wage rates applied to all non-retail job projects performed by Respondent within the Union's geographic jurisdiction during the backpay period:

<u>Dates</u>	<u>Wage Rate</u>
6/1/2008-5/31/2009	\$26.64
6/1/2009-5/31/2010	\$27.53
6/1/2010-5/31/2011	\$28.42

19. In accordance with Article VI, Section 1 and Section 4.E of the 2008-2011 collective-bargaining agreement, the following "Commercial" wage rates applied to all retail job projects performed by Respondent within the Union's geographic jurisdiction during the backpay period:

<u>Dates</u>	<u>Wage Rate</u>
6/1/2008-5/31/2009	\$24.26
6/1/2009-5/31/2010	\$25.06
6/1/2010-5/31/2011	\$25.86

Fringe Benefit Contributions

20. In accordance with Article V, Section 11 of the 2008-2011 collective-bargaining agreement, fringe benefit contributions are owed to the Union's benefit funds based upon the number of hours worked by Respondent's bargaining unit employees for all job projects worked during the backpay period, within the Union's geographic jurisdiction.

21. In accordance with Article VI, Section 1 of the 2008-2011 collective-bargaining agreement, the following "Industrial" fringe benefit contribution rates applied to all non-retail job projects performed by Respondent within the Union's geographic jurisdiction during the backpay period:

<u>Dates</u>	<u>Contribution Rate/Hour Worked</u>
6/1/2008-5/31/2009	\$12.09
6/1/2009-5/31/2010	\$12.52
6/1/2010-5/31/2011	\$12.95

22. In accordance with Article VI, Section 1 of the 2008-2011 collective-bargaining agreement, the following "Commercial" fringe benefit contribution rates applied to all retail job projects performed by Respondent within the Union's geographic jurisdiction during the backpay period:

<u>Dates</u>	<u>Contribution Rate/Hour Worked</u>
6/1/2008-5/31/2009	\$12.09
6/1/2009-5/31/2010	\$12.52
6/1/2010-5/31/2011	\$12.95

23. The 2008-2011 collective-bargaining agreement between Respondent and the Union continues:

"in full force and effect from June 1, 2008 up to and including May 31, 2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to May 31, 2011, or May 31 of any subsequent contract year.

Where no such cancellation or termination notice is served and parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice no less than sixty (60) and not more than ninety (90) days prior to May 31, 2011, or May 31, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement..."

24. On or about March 1, 2011, the Union served upon Respondent a timely notification of the Union's desire to negotiate changes or revisions in the collective-bargaining agreement. The Union's notice did not express a desire to cancel or terminate the collective-bargaining agreement.

25. Respondent has not submitted any timely notice of desire to cancel or terminate the Agreement, nor has Respondent replied to the Union's request for negotiations.

26. The 2008-2011 collective-bargaining agreement remains in full force and effect.

Calculations

27. The quarterly hours worked and quarterly wages paid to each discriminatee for bargaining unit work performed for Respondent during the backpay period are set forth in Appendix C, Columns 1 and 3.

28. The Union wage rates and total quarterly wages each discriminatee should have earned during the backpay period, had they been compensated in accordance with the 2008-2011 collective-bargaining agreement, are set forth in Appendix C, Columns 5 and 6.

29. The Total Quarterly Gross Backpay due each discriminatee is set forth in Appendix C, Column 7 and is determined by subtracting the quarterly wages paid (Appendix C, Column 3) from the quarterly amount the discriminatees would have earned if they had been paid in accordance with the 2008-2011 collective-bargaining agreement (Appendix C, Column 6).

30. The total quarterly fringe benefit contributions due on behalf of each discriminatee are set forth in Appendix D and were determined by multiplying the quarterly hours worked by each discriminatee (Appendix D, Column 1) times the appropriate fringe benefit contribution rates (Appendix D, Column 2) as outlined in paragraphs 21 and 22, above.

31. The total backpay and benefit fund contribution amounts due, plus interest as of February 10, 2012, are summarized in Appendix E.

32. Summarizing the facts and calculations specified above, Respondents Gloria J. Verno d/b/a Joe's Painting, Joe's Painting, Inc. and T & M Painting, Inc., Gloria J. Verno, and Joseph P. Verno are, individually and collectively, liable for the backpay due to the

discriminatees listed in Appendices A, C and D, and for the Fringe Benefit Contribution due to the Union's Benefit Funds. The obligations of the above-named Respondents to make whole the named discriminatees under the Board Order and Court Judgment will be discharged by 1) payment to them of the backpay amounts listed in Appendix E, plus any additional amounts accrued as a result of Respondents continuing failure to abide by the collective-bargaining agreement and interest accrued to the date of payment, minus the tax withholding required by Federal and state laws and 2) by payment of the fringe benefit fund contribution amounts set forth in Appendix E, plus any additional amounts accrued as a result of Respondents continuing failure to abide by the collective-bargaining agreement and interest accrued to the date of payment, to the appropriate Union benefit funds.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. **The answer must be received by this office on or before March 7, 2012, or postmarked on or before March 6, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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 **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. 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 2 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 respondent 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 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 Respondent, 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 Respondent's knowledge, and set forth in detail Respondent's 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 Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 2, 2012**, at William S. Moorhead Federal Building, 1000 Liberty Avenue, Suite 904, Pittsburgh, PA, 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, Respondent 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 Pittsburgh, Pennsylvania, this 15th day of February, 2012.



ROBERT W. CHESTER, Regional Director
National Labor Relations Board
Region Six
William S. Moorhead Federal Building
1000 Liberty Avenue, Suite 904
Pittsburgh, PA 15222-4111

APPENDIX A

1	Armell, Clifford		24	McCreay, Dennis
2	Belard		25	McKendry, Timothy
3	Brown		26	Mele, Sammy
4	Burnet, William		27	Moore, Robert
5	Burnette, Oliver		28	More, Hermilio
6	Coldren, Thomas		29	Necciai, Guy
7	Czapski, Jeremy		30	Patterson, Billy
8	Czapski, Randolph		31	Pettijohn, Corri
9	Demchak		32	Ringer, Thomas
10	Devore Sr., Bret		33	Rogers, Kenneth
11	Devore, Mark		34	Rusko, Joseph
12	Elish, James		35	Shank James
13	Gamber, Edwin		36	Sobus, Michael
14	Garbinsky, Nick		37	Sobus, Richard
15	Guillermo, Rom		38	Stayrook, Andrew
16	Halfhill, Raymond		39	Swartz, Jeremiah
17	Harshey, Donald		40	Turk, Michael
18	Hooper, David		41	Watt, Terrence
19	Jackson, Patrick		42	Whelan, Brian
20	Kozee, James		43	Whitaker, Kirk
21	Lee, Craig		44	Zinn, Brent
22	Lukas, Joseph			
23	Maiden, Michael			

APPENDIX B

Project Begin	Project End	Duration	Job	Source of Information
Jun-08	Oct-08	Unknown	St. Stephens Academy, Zelenople, PA	List provided by Gloria Verno
Apr-09	Jul-09	Unknown	Salvation Army Building, Carnegie, Pa	List provided by Gloria Verno
Apr-09	Jul-09	Unknown	Salvation Army Building, Pittsburgh, PA	List provided by Gloria Verno
May-09	Jul-09	Unknown	Walmart, Fox Chapel, PA	List provided by Gloria Verno
Jun-09	Aug-09	Unknown	Walmart, Everett, PA	List provided by Gloria Verno
Feb-10	Apr-10	Unknown	Walmart, Washington, PA	List provided by Gloria Verno
Apr-10	Jun-10	Unknown	Walmart, Delmont, PA	List provided by Gloria Verno
Apr-10	Jun-10	Unknown	Sam's Club, Washington, PA	List provided by Gloria Verno
Jun-10	Jul-10	5 weeks	Butler Transit Authority	DOL Certified Payroll
7/12/2010	7/28/2010	3 weeks	Lower Burrell School	DOL Certified Payroll
8/9/2010	10/15/2010	10 weeks	Sewickley Twp. Pump Station	DOL Certified Payroll
8/17/2010	10/1/2010	8 weeks	Monongahela Pump Station	DOL Certified Payroll
1/10/2011	1/12/2011	3 days	Charleroi Pump Station	DOL Certified Payroll
4/17/2011	7/2/2011	11 weeks	Sewickley Township Pump Station	DOL Certified Payroll
August-11	August-11	unknown	#1 Cochran Car Dealership	Timothy McKendry Deposition

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Armelli, Clifford	2009 Qtr 3	120	\$ 11.00	\$ 1,320.00	120	\$ 25.06	\$ 3,007.20	\$ 1,687.20	
	2009 Qtr 4	0		\$	0		\$	\$	
	2010 Qtr 1	320	\$ 11.00	\$ 3,520.00	320	\$ 25.06	\$ 8,019.20	\$ 4,499.20	
	2010 Qtr 2	450	\$ 11.00	\$ 4,950.00	450	\$ 25.06	\$ 11,277.00	\$ 6,327.00	\$ 12,513.40
Beland	2008 Qtr 3	212.5	\$ 12.00	\$ 2,550.00	212.5	\$ 24.26	\$ 5,155.25	\$ 2,605.25	\$ 2,605.25
	2008 Qtr 4	53	\$ 10.00	\$ 530.00	53	\$ 24.26	\$ 2,062.10	\$ 1,532.10	\$ 2,672.90
Burnet, William	2008 Qtr 3	137.5	\$ 12.00	\$ 1,650.00	137.5	\$ 24.26	\$ 4,209.11	\$ 2,559.11	
	2008 Qtr 4	67.5	\$ 12.00	\$ 810.00	67.5	\$ 24.26	\$ 2,607.95	\$ 1,797.95	\$ 4,357.06
Burnette, Oliver	2008 Qtr 3	40	\$ 12.00	\$ 480.00	40	\$ 24.26	\$ 970.40	\$ 490.40	\$ 490.40
	2008 Qtr 4	37.34	\$ 13.50	\$ 504.00	37.34	\$ 24.26	\$ 905.87	\$ 401.87	\$ 401.87
Czapski, Randolph	2008 Qtr 3	240	\$ 14.00	\$ 3,360.00	240	\$ 24.26	\$ 5,822.40	\$ 2,462.40	
	2008 Qtr 4	36.96	\$ 14.00	\$ 1,117.50	76.96	\$ 24.26	\$ 1,867.05	\$ 749.55	
	2009 Qtr 2	360	\$ 15.00	\$ 5,400.00	200	\$ 24.26			
					160	\$ 25.06	\$ 8,861.60	\$ 3,461.60	

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		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total	
Czapski, R (Cont.)	2009 Qtr 3	199.97	\$ 15.00	\$ 2,999.50	199.97	\$ 25.06	\$ 5,011.25	\$ 2,011.75		
	2010 Qtr 1	320	\$ 15.00	\$ 4,800.00	320	\$ 25.06	\$ 8,019.20	\$ 3,219.20		
	2010 Qtr 2	440	\$ 15.50	\$ 7,477.00	320	\$ 25.06	\$ 12,066.29	\$ 4,589.29		
	2010 Qtr 3	36.5	\$ 18.00		156.6	\$ 25.86				
	2010 Qtr 3	152	\$ 37.80	\$ 9,109.72	168	\$ 28.42	\$ 8,744.07			
		16	\$ 37.57		153.5	\$ 25.86				
		153.5	\$ 18.00						\$ 16,493.79	
Demchak	2009 Qtr 4	151.11	\$ 13.50	\$ 2,040.00	151.11	\$ 25.06	\$ 3,786.82	\$ 1,746.82	\$ 1,746.82	
Devore Sr., Bret	2008 Qtr 3	235	\$ 12.00	\$ 2,820.00	235	\$ 24.26	\$ 5,701.10	\$ 2,881.10		
	2008 Qtr 4	111	\$ 12.00	\$ 1,332.00	111	\$ 24.26	\$ 2,692.86	\$ 1,360.86		
	2009 Qtr 2	320	\$ 12.00	\$ 3,840.00	320	\$ 25.06	\$ 7,891.20	\$ 4,051.20		
	2009 Qtr 3	360	\$ 12.00	\$ 4,320.00	360	\$ 25.06	\$ 9,021.60	\$ 4,701.60		
2009 Qtr 4	40	\$ 14.00	\$ 560.00	40	\$ 25.06	\$ 1,002.40	\$ 442.40	\$ 13,437.16		
Devore, Mark	2009 Qtr 3	117.96	\$ 13.00	\$ 1,533.50	117.96	\$ 25.06	\$ 2,956.08	\$ 1,422.58	\$ 1,422.58	
Elish, James	2009 Qtr 3	131	\$ 11.00	\$ 1,440.00	131	\$ 25.06	\$ 3,282.86	\$ 1,842.86		
	2010 Qtr 2	359	\$ 11.00	\$ 3,949.00	359	\$ 25.06	\$ 9,027.74	\$ 5,078.74		
	2010 Qtr 3	335.5	\$ 12.00	\$ 4,026.00	335.5	\$ 25.86	\$ 8,676.03	\$ 4,650.03		
	2011 Qtr 1	7	\$ 26.64	\$ 269.92	7	\$ 28.42	\$ 198.94	\$	\$ 11,571.63	

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Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Gamber, Edwin	2008 Qtr 3	231	\$ 12.00	\$ 2,772.00	231	\$ 24.26	\$ 5,604.06	\$ 2,832.06	
	2008 Qtr 4	40	12.00		160	24.26	3,881.60	1,841.60	
	2009 Qtr 2	520	13.00	6,760.00	360	24.26	12,743.20	5,983.20	
	2009 Qtr 3	200	13.00	2,600.00	160	25.06			
		200	13.00	2,600.00	200	25.06	5,012.00	2,412.00	\$ 13,068.86
Garbinsky, Nick	2009 Qtr 3	80	12.00	960.00	80	25.06	2,004.80	1,044.80	\$ 1,044.80
Guillermo, Rom	2009 Qtr 3	18.69	13.00	243.00	18.69	25.06	468.37	225.37	\$ 225.37
Halfhill, Raymond	2008 Qtr 3	240	15.00	6,229.00	240	24.26	10,075.66	3,846.66	
		116.88	22.50		116.88	36.39			
	2008 Qtr 4	160	15.00	5,640.80	160	24.26	9,125.40	3,484.60	
		144.1	22.50		144.1	36.39			
	2009 Qtr 2	160	15.00	2,400.00	160	25.06	4,009.60	1,609.60	
	2009 Qtr 3	432	15.00	6,480.00	432	25.06	10,825.92	4,345.92	
	2009 Qtr 4	40	15.00	600.00	40	25.06	1,002.40	402.40	\$ 13,689.18
Harshey, Donald	2009 Qtr 4	73.7	13.50	995.00	73.7	25.06	1,846.92	851.92	\$ 851.92
Hooper, David	2008 Qtr 3	80	9.00	720.00	80	24.26	1,940.80	1,220.80	\$ 1,220.80

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Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract				Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total	
Jackson, Patrick	2009 Qtr 3	350.9	13.00		350	25.06				
		23.52	19.50	\$ 5,018.00	23.52	37.59	\$ 9,677.67	\$ 4,659.67	\$ 4,659.67	
Kozee, James	2010 Qtr 3	160	15.00	\$ 4,087.40	160	25.86	\$ 6,212.26	\$ 2,124.86		
		9	37.80		73	28.42				
		64	21.05						\$ 2,124.86	
Lukas, Joseph	2009 Qtr 4	120	14.00	\$ 1,680.00	120	25.06	\$ 3,007.20	\$ 1,327.20	\$ 1,327.20	
Maiden, Michael	2009 Qtr 3	222.6	14.00	\$ 3,117.00	222.6	25.06	\$ 5,578.36	\$ 2,461.36	\$ 2,461.36	
McCreay, Dennis	2008 Qtr 3	158	15.00	\$ 2,370.00	158	24.26	\$ 3,833.08	\$ 1,463.08		
	2008 Qtr 4	152	15.00	\$ 2,280.00	152	24.26	\$ 3,687.52	\$ 1,407.52		
	2009 Qtr 3	455	15.00	\$ 7,944.00	455	25.06	\$ 13,271.27	\$ 5,327.27		
		49.72	22.50		49.72	37.59				
	2009 Qtr 4	40	15.00	\$ 600.00	40	25.06	\$ 1,002.40	\$ 402.40	\$ 8,600.27	
McKendry, Timothy	2008 Qtr 3	280	15.00	\$ 4,978.00	280	24.26	\$ 8,051.89	\$ 3,073.89		
		34.6	22.50		34.6	36.39				
	2008 Qtr 4	40	15.00		160	24.26	\$ 3,881.60	\$ 1,421.60		
		120	15.50	\$ 2,460.00	360	24.26	\$ 12,743.20	\$ 4,683.20		
	2009 Qtr 2	520	15.50	\$ 8,060.00	160	25.06				
	2009 Qtr 3	200	16.00	\$ 3,200.00	200	25.06	\$ 5,012.00	\$ 1,812.00		
	2009 Qtr 4	40	16.00	\$ 772.00	40	25.06	\$ 1,271.92	\$ 499.92		

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Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract				Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total	
McKendry (Cont.)	2010 Qtr 1	7.17	\$ 24.00	\$ 5,120.00	7.17	\$ 37.59				
		320	\$ 16.00	\$ 5,120.00	320	\$ 25.06	\$ 8,019.20	\$ 2,899.20		
	2010 Qtr 2	493	\$ 16.50	\$ 8,134.50	346 147	\$ 25.06 \$ 25.86	\$ 12,472.18	\$ 4,337.68		
		80 64 172.13 169.5 16 4.65	\$ 37.80 \$ 21.05 \$ 16.50 \$ 25.38 \$ 26.64 \$ 24.75	\$ 14,284.16	172.13 329.5 4.65	\$ 25.86 \$ 28.42 \$ 38.79	\$ 13,395.32	\$		
2010 Qtr 4	16 44	\$ 26.64 \$ 25.38	\$ 2,263.00	60	\$ 25.86	\$ 1,551.60	\$			
	12	\$ 26.64	\$ 462.72	12	\$ 28.42	\$ 341.04	\$			
2011 Qtr 1	64	\$ 25.38	\$ 2,394.24	64	\$ 28.42	\$ 1,818.88	\$			
	16 8	\$ 25.38 \$ 16.50	\$ 730.56	16 8	\$ 28.42 \$ 25.86	\$ 660.48	\$			
Mele, Sammy	2009 Qtr 3	344.5	\$ 11.00	\$ 3,789.50	344.5	\$ 25.06	\$ 8,633.17	\$ 4,843.67	\$	18,727.49
		74	\$ 12.50	\$ 925.00	74	\$ 24.26	\$ 1,795.24	\$ 870.24	\$	870.24
Moore, Robert	2008 Qtr 3	226.5	\$ 13.00	\$ 2,944.50	226.5	\$ 24.26	\$ 5,494.89	\$ 2,550.39	\$	
		137	\$ 13.00	\$ 1,781.00	137	\$ 24.26	\$ 3,323.62	\$ 1,542.62	\$	4,093.01
More, Hermilio	2008 Qtr 4	264.5	\$ 11.00	\$ 2,909.50	264.5	\$ 25.06	\$ 6,628.37	\$ 3,718.87	\$	3,718.87

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Patterson, Billy	2009 Qtr 2	360	\$ 14.00	\$ 5,040.00	200	\$ 24.26	\$ 8,861.60	\$ 3,821.60	
					160	\$ 25.06			
	2009 Qtr 3	505.5	\$ 14.00	\$ 7,077.00	505.5	\$ 25.06	\$ 12,667.83	\$ 5,590.83	
	2009 Qtr 4	272	\$ 14.00	\$ 3,808.00	272	\$ 25.06	\$ 6,816.32	\$ 3,008.32	
	2010 Qtr 1	320	\$ 14.00	\$ 4,480.00	320	\$ 25.06	\$ 8,019.20	\$ 3,539.20	
	2010 Qtr 2	520	\$ 14.00	\$ 7,280.00	360	\$ 25.06	\$ 13,159.20	\$ 5,879.20	
					160	\$ 25.86			
2010 Qtr 3	9	\$ 37.80	\$ 340.20	9	\$ 25.86	\$ 232.74	\$ -		
2011 Qtr 1	320	\$ 14.00	\$ 4,480.00	320	\$ 25.86	\$ 8,275.20	\$ 3,795.20	\$ 25,634.35	
Petijohn, Corri	2008 Qtr 3	186	\$ 12.00	\$ 2,752.00		\$ 24.26	\$ 5,482.76	\$ 2,730.76	
		13	\$ 40.00						
	2008 Qtr 4	142.5	\$ 13.00	\$ 1,852.50	142.5	\$ 24.26	\$ 3,457.05	\$ 1,604.55	
	2009 Qtr 2	520	\$ 13.00	\$ 6,760.00	360	\$ 24.26	\$ 12,743.20	\$ 5,983.20	
					160	\$ 25.06			
2009 Qtr 3	200	\$ 13.00	\$ 2,600.00	200	\$ 25.06	\$ 5,012.00	\$ 2,412.00	\$ 12,730.51	
Ringer, Thomas	2010 Qtr 3	64	\$ 21.05	\$ 1,347.20	64	\$ 28.42	\$ 1,818.88	\$ 471.68	
Rogers, Kenneth	2009 Qtr 4	413.11	\$ 13.50	\$ 5,577.00	413.11	\$ 25.06	\$ 10,352.54	\$ 4,775.54	\$ 4,775.54
Rusko, Joseph	2009 Qtr 3	32.3	\$ 13.00	\$ 420.00	32.3	\$ 25.06	\$ 809.44	\$ 389.44	\$ 389.44

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract				Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total	
Shank, James	2008 Qtr 3	211	\$ 13.00	\$ 2,743.00	211	\$ 24.26	\$ 5,118.86	\$ 2,375.86	\$ 4,477.61	
	2008 Qtr 4	146.5	\$ 13.00	\$ 2,426.50	173.27	\$ 24.26	\$ 4,528.25	\$ 2,101.75		
Sobus, Richard	2009 Qtr 3	209.25	\$ 12.00	\$ 2,578.50	213	\$ 25.06	\$ 5,384.77	\$ 2,806.27	\$ 2,806.27	
		3.75	\$ 18.00							
	2010 Qtr 3	10	\$ 37.80	\$ 1,911.92	58	\$ 28.42	\$ 1,648.36	\$		
Stayrook, Andrew	2010 Qtr 3	24	\$ 21.05	\$ 7,668.91	215	\$ 28.42	\$ 6,111.30	\$	\$	
		175	\$ 25.38							
	2010 Qtr 4	16	\$ 26.64	\$ 2,263.00	60	\$ 28.42	\$ 1,705.20	\$	\$	
		44	\$ 25.38							
	2011 Qtr 1	12	\$ 26.64	\$ 462.72	12	\$ 28.42	\$ 341.04	\$	\$	
	2011 Qtr 2	64	\$ 25.38	\$ 2,394.24	64	\$ 28.42	\$ 1,818.88	\$		
	2011 Qtr 3	16	\$ 25.38	\$ 1,352.56	16	\$ 38.42	\$ 1,954.60	\$ 602.04	\$ 602.04	
		48	\$ 13.00		58	\$ 25.86				
Swartz, Jeremiah	2010 Qtr 2	262.73	\$ 11.00	\$ 2,890.00	262.73	\$ 25.06	\$ 6,584.01	\$ 3,694.01	\$ 3,694.01	
Turk, Michael	2009 Qtr 3	90.31	\$ 13.00	\$ 1,174.00	90.31	\$ 25.06	\$ 2,263.17	\$ 1,089.17	\$ 4,631.29	
	2009 Qtr 4	293.7	\$ 13.00	\$ 3,818.00	293.7	\$ 25.06	\$ 7,360.12	\$ 3,542.12		
Watt, Terrence	2009 Qtr 3	80	\$ 12.00	\$ 960.00	80	\$ 25.06	\$ 2,004.80	\$ 1,044.80	\$ 1,044.80	

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Watt (Cont.)									\$ 1,044.80
Whelan, Brian	2009 Qtr 3	385	\$ 11.00	\$ 3,795.00	385	\$ 25.06	\$ 9,648.10	\$ 5,853.10	
	2009 Qtr 4	158.05 7.27	\$ 11.00 16.50	\$ 1,858.50	158.05 7.27	\$ 25.06 37.59	\$ 4,234.01	\$ 2,375.51	
Whitaker, Kirk	2008 Qtr 3	120	\$ 15.00	\$ 1,800.00	120	\$ 24.26	\$ 2,911.20	\$ 1,111.20	
	2008 Qtr 4	153	\$ 15.00	\$ 2,295.00	153	\$ 24.26	\$ 3,711.78	\$ 1,416.78	\$ 2,527.98
Zinn, Brent	2009 Qtr 3	120	\$ 13.00	\$ 1,560.00	120	\$ 25.06	\$ 3,007.20	\$ 1,447.20	
	2010 Qtr 1	320	\$ 13.00	\$ 4,160.00	320	\$ 25.06	\$ 8,019.20	\$ 3,859.20	
	2010 Qtr 2	493.5	\$ 13.50	\$ 6,662.25	333.5 160	\$ 25.06 25.86	\$ 12,495.11	\$ 5,832.86	\$ 11,139.26
							Grand Total All Backpay		\$ 232,393.82

APPENDIX D

Name	Quarter	1 Quarterly Hours Worked	2 Fund Contribution Rate	3 Fund Contribution Due	4 Individual Grand Total
Armell, Clifford	2009 Qtr 3	120	\$ 12.52	\$ 1,502.40	
	2010 Qtr 1	320	\$ 12.52	\$ 4,006.40	
	2010 Qtr 2	450	\$ 12.52	\$ 5,634.00	\$ 11,142.80
Belard	2008 Qtr 3	212.5	\$ 12.09	\$ 2,569.13	\$ 2,569.13
Brown	2008 Qtr 3	80	\$ 12.09	\$ 967.20	
	2008 Qtr 4	53	\$ 12.09	\$ 1,027.65	\$ 1,994.85
Burnet, William	2008 Qtr 3	137.5	\$ 12.09	\$ 2,097.62	
	2008 Qtr 4	67.5	\$ 12.09	\$ 1,299.68	\$ 3,397.30
Burnette, Oliver	2008 Qtr 3	40	\$ 12.09	\$ 483.60	\$ 483.60
Coldren, Thomas	2010 Qtr 3	48	\$ 12.95	\$ 621.60	\$ 621.60
Czapski, Jeremy	2008 Qtr 4	37.34	\$ 12.09	\$ 451.44	\$ 451.44

APPENDIX D

		1	2	3	4
Name	Quarter	Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Due	Individual Grand Total
Czapski, Randolph	2008 Qtr 3	240	\$ 12.09	\$ 2,901.60	
	2008 Qtr 4	76.96	\$ 12.09	\$ 930.45	
	2009 Qtr 2	200	\$ 12.09	\$ 4,421.20	
		160	\$ 12.52		
	2009 Qtr 3	199.97	\$ 12.52	\$ 2,503.62	
	2010 Qtr 1	320	\$ 12.52	\$ 4,006.40	
	2010 Qtr 2	320	\$ 12.52	\$ 6,033.08	
		156.5	\$ 12.95		
	2010 Qtr 3	321.5	\$ 12.95	\$ 4,163.43	
					\$ 24,959.78
Demchak	2009 Qtr 4	151.11	\$ 12.52	\$ 1,891.90	
					\$ 1,891.90
	2008 Qtr 3	235	\$ 12.09	\$ 2,841.15	
	2008 Qtr 4	111	\$ 12.09	\$ 1,341.99	
Devore Sr., Bret	2009 Qtr 2	320	\$ 12.52	\$ 3,937.60	
	2009 Qtr 3	360	\$ 12.52	\$ 4,507.20	
	2009 Qtr 4	40	\$ 12.52	\$ 500.80	
					\$ 13,128.74
Devore, Mark	2009 Qtr 3	117.96	\$ 12.52	\$ 1,476.86	#REF!

APPENDIX D

Name	Quarter	1		2		3		4	
		Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Rate	Fund Contribution Due	Fund Contribution Due	Individual Grand Total	Individual Grand Total	
Halfhill, Raymond	2008 Qtr 3	356.88	\$ 12.09	\$ 4,314.67					
	2008 Qtr 4	304.1	\$ 12.09	\$ 1,962.06					
	2009 Qtr 2	160	\$ 12.52	\$ 2,003.20					
	2009 Qtr 3	432	\$ 12.52	\$ 5,408.64					
	2009 Qtr 4	40	\$ 12.52	\$ 500.80					\$ 14,189.37
Harshey, Donald	2009 Qtr 4	73.7	\$ 12.52	\$ 922.72					\$ 922.72
Hooper, David	2008 Qtr 3	80	\$ 12.09	\$ 967.20					\$ 967.20
Jackson, Patrick	2009 Qtr 3	374.42	\$ 12.52	\$ 4,687.73					\$ 4,687.73
Kozee, James	2010 Qtr 3	233	\$ 12.95	\$ 2,145.00					\$ 2,145.00
Lee, Craig	2010 Qtr 3	39	\$ 12.95	\$ 1,230.25					\$ 1,230.25
Lukas, Joseph	2009 Qtr 4	120	\$ 12.52	\$ 1,502.40					\$ 1,502.40
Maiden, Michael	2009 Qtr 3	222.6	\$ 12.52	\$ 2,786.95					\$ 2,786.95

APPENDIX D

		1	2	3	4
Name	Quarter	Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Due	Individual Grand Total
McCreay, Dennis	2008 Qtr 3	158	\$ 12.09	\$ 1,910.22	
	2008 Qtr 4	152	\$ 12.09	\$ 1,837.68	
	2009 Qtr 3	504.72	\$ 12.52	\$ 6,319.09	
	2009 Qtr 4	40	\$ 12.52	\$ 500.80	\$ 10,567.79
McKendry, Timothy	2008 Qtr 3	314.6	\$ 12.09	\$ 3,803.51	
	2008 Qtr 4	160	\$ 12.09	\$ 1,934.40	
	2009 Qtr 2	360	\$ 12.09	\$ 6,355.60	
		160	\$ 12.52		
	2009 Qtr 3	200	\$ 12.52	\$ 2,504.00	
	2009 Qtr 4	47.17	\$ 12.52	\$ 590.57	
	2010 Qtr 1	320	\$ 12.52	\$ 4,006.40	
	2010 Qtr 2	346	\$ 12.52	\$ 6,235.57	
		147	\$ 12.95		
	2010 Qtr 3	506.28	\$ 12.95	\$ 6,556.33	
	2010 Qtr 4	60	\$ 12.95	\$ 777.00	
	2011 Qtr 1	12	\$ 12.95	\$ 155.40	
2011 Qtr 2	64	\$ 12.95	\$ 828.80		

APPENDIX D

Name	Quarter	1 Quarterly Hours Worked	2 Fund Contribution Rate	3 Fund Contribution Due	4 Individual Grand Total
McKendry (cont.)	2011 Qtr 3	24	\$ 12.95	\$ 310.80	\$ 34,061.38
Mele, Sammy	2009 Qtr 3	344.5	\$ 12.52	\$ 4,313.14	\$ 4,313.14
Moore, Robert	2008 Qtr 3	74	\$ 12.09	\$ 894.66	\$ 894.66
More, Hermilio	2008 Qtr 3	226.5	\$ 12.09	\$ 2,738.39	
	2008 Qtr 4	137	\$ 12.09	\$ 1,656.33	\$ 4,394.72
Necciai, Guy	2009 Qtr 3	264.5	\$ 12.52	\$ 3,311.54	\$ 3,311.54
Patterson, Billy	2009 Qtr 2	200	\$ 12.09	\$ 4,421.20	
		160	\$ 12.52		
	2009 Qtr 3	505.5	\$ 12.52	\$ 6,328.86	
	2009 Qtr 4	272	\$ 12.52	\$ 3,405.44	
	2010 Qtr 1	320	\$ 12.52	\$ 4,006.40	
	2010 Qtr 2	360	\$ 12.52	\$ 6,579.20	
		160	\$ 12.95		
	2010 Qtr 3	9	\$ 12.95	\$ 116.55	
	2011 Qtr 1	320	\$ 12.95	\$ 4,144.00	\$ 29,001.65

APPENDIX D

		1	2	3	4
Name	Quarter	Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Due	Individual Grand Total
Pettijohn, Corri	2008 Qtr 3	226	\$ 12.09	\$ 2,732.34	
	2008 Qtr 4	142.5	\$ 12.09	\$ 1,722.83	
	2009 Qtr 2	360	\$ 12.09	\$ 6,355.60	
		160	\$ 12.52		
	2009 Qtr 3	200	\$ 12.52	\$ 2,504.00	
					\$ 13,314.77
Ringer, Thomas	2010 Qtr 3	64	\$ 12.95	\$ 828.80	\$ 828.80
Rogers, Kenneth	2009 Qtr 4	413.11	\$ 12.52	\$ 5,172.14	\$ 5,172.14
Rusko, Joseph	2009 Qtr 3	32.3	\$ 12.52	\$ 404.40	\$ 404.40
Shank James	2008 Qtr 3	211	\$ 12.09	\$ 2,550.99	
	2008 Qtr 4	173.27	\$ 12.09	\$ 2,094.84	\$ 4,645.83
Sobus, Michael	2010 Qtr 3	48	\$ 12.95	\$ 621.60	\$ 621.60
Sobus, Richard	2009 Qtr 3	213	\$ 12.52	\$ 2,666.76	
	2010 Qtr 3	58	\$ 12.95	\$ 751.10	\$ 3,417.86

APPENDIX D

		1	2	3	4
Name	Quarter	Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Due	Individual Grand Total
Stayrook, Andrew	2010 Qtr 3	215	\$ 12.95	\$ 2,784.25	
	2010 Qtr 4	60	\$ 12.95	\$ 777.00	
	2011 Qtr 1	12	\$ 12.95	\$ 155.40	
	2011 Qtr 2	64	\$ 12.95	\$ 828.80	
	2011 Qtr 3	74	\$ 12.95	\$ 958.30	\$ 5,503.75
Swartz, Jeremiah	2010 Qtr 2	262.73	\$ 12.52	\$ 3,289.38	\$ 3,289.38
Turk, Michael	2009 Qtr 3	90.31	\$ 12.52	\$ 1,130.68	
	2009 Qtr 4	293.7	\$ 12.52	\$ 3,677.12	\$ 4,807.80
Watt, Terrence	2009 Qtr 3	80	\$ 12.52	\$ 1,001.60	\$ 1,001.60
Whelan, Brian	2009 Qtr 3	385	\$ 12.52	\$ 4,820.20	
	2009 Qtr 4	165.32	\$ 12.52	\$ 1,986.06	\$ 6,806.26
Whitaker, Kirk	2008 Qtr 3	120	\$ 12.09	\$ 1,450.80	
	2008 Qtr 4	153	\$ 12.09	\$ 1,849.77	\$ 3,300.57

APPENDIX D

		1	2	3	4
Name	Quarter	Quarterly Hours Worked	Fund Contribution Rate	Fund Contribution Due	Individual Grand Total
Zinn, Brent	2009 Qtr 3	120	\$ 12.52	\$ 1,502.40	
	2010 Qtr 1	320	\$ 12.52	\$ 4,006.40	
	2010 Qtr 2	333.5	\$ 12.52	\$ 6,247.42	
		160	\$ 12.95		\$ 11,756.22
GRAND TOTAL FUND CONTRIBUTIONS DUE					\$ 267,371.82

Appendix E

Name	Backpay		Total Backpay + Interest	Fund Contributions		Total Funds + Interest
	Total Backpay Due	Interest		Fund Contributions	Interest on Funds	
Amell, Clifford	\$ 12,513.40	\$ 763.00	\$ 13,276.40	\$ 11,142.80	\$ 679.00	\$ 11,821.80
Belard	\$ 2,605.25	\$ 341.00	\$ 2,946.25	\$ 2,569.13	\$ 336.00	\$ 2,905.13
Brown	\$ 2,672.90	\$ 327.00	\$ 2,999.90	\$ 1,994.85	\$ 246.00	\$ 2,240.85
Burnet, William	\$ 4,357.06	\$ 543.00	\$ 4,900.06	\$ 3,397.30	\$ 425.00	\$ 3,822.30
Burnette, Oliver	\$ 490.40	\$ 64.00	\$ 554.40	\$ 483.60	\$ 63.00	\$ 546.60
Coldren, Thomas	\$ -	\$ -	\$ -	\$ 621.60	\$ 27.00	\$ 648.60
Czapski, Jeremy	\$ 401.87	\$ 47.00	\$ 448.87	\$ 451.44	\$ 52.00	\$ 503.44
Czapsk, Randolph	\$ 16,493.79	\$ 1,348.00	\$ 17,841.79	\$ 24,959.78	\$ 1,864.00	\$ 26,823.78
Demchak	\$ 1,746.82	\$ 128.00	\$ 1,874.82	\$ 1,891.90	\$ 139.00	\$ 2,030.90
Devore Sr., Bret	\$ 13,437.16	\$ 1,336.00	\$ 14,773.16	\$ 13,128.74	\$ 1,307.00	\$ 14,435.74
Devore, Mark	\$ 1,422.58	\$ 118.00	\$ 1,540.58	\$ 1,476.86	\$ 123.00	\$ 1,599.86
Elish, James	\$ 11,571.63	\$ 626.00	\$ 12,197.63	\$ 10,586.95	\$ 568.00	\$ 11,154.95
Gamber, Edwin	\$ 13,068.86	\$ 1,343.00	\$ 14,411.86	\$ 13,586.79	\$ 1,391.00	\$ 14,977.79
Garbinsky, Nick	\$ 1,044.80	\$ 87.00	\$ 1,131.80	\$ 1,001.60	\$ 83.00	\$ 1,084.60
Guillermo, Rom	\$ 225.37	\$ 19.00	\$ 244.37	\$ 234.00	\$ 19.00	\$ 253.00
Halfhill, Raymond	\$ 13,689.18	\$ 1,448.00	\$ 15,137.18	\$ 14,189.37	\$ 1,466.00	\$ 15,655.37
Harshey, Donald	\$ 851.92	\$ 62.00	\$ 913.92	\$ 922.72	\$ 68.00	\$ 990.72

Appendix E

Name	Backpay		Fund Contributions		Total Funds + Interest
	Total Backpay Due	Interest	Fund Contributions	Interest on Funds	
Hooper, David	\$ 1,220.80	\$ 160.00	\$ 967.20	\$ 127.00	\$ 1,094.20
Jackson, Patrick	\$ 4,659.72	\$ 388.00	\$ 4,687.73	\$ 390.00	\$ 5,077.73
Kozee, James	\$ 2,124.86	\$ 92.00	\$ 2,145.00	\$ 93.00	\$ 2,238.00
Lee, Craig	\$ -	\$ -	\$ 1,230.25	\$ 53.00	\$ 1,283.25
Lukas, Joseph	\$ 1,327.20	\$ 97.00	\$ 1,502.40	\$ 110.00	\$ 1,612.40
Maiden, Michael	\$ 2,461.36	\$ 205.00	\$ 2,786.95	\$ 232.00	\$ 3,018.95
McCreary, Dennis	\$ 8,600.27	\$ 828.00	\$ 10,567.79	\$ 1,026.00	\$ 11,593.79
McKendry, Timothy	\$ 18,727.49	\$ 1,606.00	\$ 34,058.38	\$ 2,484.00	\$ 36,542.38
Mele, Sammy	\$ 4,843.67	\$ 403.00	\$ 4,313.14	\$ 359.00	\$ 4,672.14
Moore, Robert	\$ 870.24	\$ 114.00	\$ 894.66	\$ 117.00	\$ 1,011.66
More, Hermilio	\$ 4,093.01	\$ 512.00	\$ 4,394.72	\$ 550.00	\$ 4,944.72
Necciai, Guy	\$ 3,718.87	\$ 310.00	\$ 3,311.54	\$ 276.00	\$ 3,587.54
Patterson, Billy	\$ 25,634.35	\$ 1,678.00	\$ 29,001.65	\$ 1,905.00	\$ 30,906.65
Pattijohn, Corri	\$ 12,730.51	\$ 1,302.00	\$ 13,314.77	\$ 1,358.00	\$ 14,672.77
Ringer, Thomas	\$ 471.68	\$ 20.00	\$ 828.80	\$ 36.00	\$ 864.80
Rogers, Kenneth	\$ 4,775.54	\$ 350.00	\$ 5,172.14	\$ 379.00	\$ 5,551.14

Appendix E

Name	Backpay		Fund Contributions	
	Total Backpay Due	Interest	Fund Contributions	Interest on Funds
		Total Backpay + Interest		Total Funds + Interest
Rusko, Joseph	\$ 389.44	\$ 32.00	\$ 404.40	\$ 34.00
Shank, James	\$ 4,477.61	\$ 554.00	\$ 4,645.83	\$ 576.00
Sobus, Michael	\$ -	\$ -	\$ 621.60	\$ 27.00
Sobus, Richard	\$ 2,806.27	\$ 234.00	\$ 3,417.86	\$ 255.00
Stayrook, Andrew	\$ 602.04	\$ 7.00	\$ 5,503.75	\$ 176.00
Swartz, Jeremiah	\$ 3,694.01	\$ 197.00	\$ 3,289.38	\$ 175.00
Turk Michael	\$ 4,631.29	\$ 350.00	\$ 4,807.80	\$ 364.00
Watt, Terrence	\$ 1,044.80	\$ 87.00	\$ 1,001.60	\$ 83.00
Whelan, Brian	\$ 8,228.61	\$ 662.00	\$ 6,806.26	\$ 547.00
Whitaker, Kirk	\$ 2,527.98	\$ 309.00	\$ 3,300.57	\$ 404.00
Zinn, Brent	\$ 11,139.26	\$ 676.00	\$ 11,756.22	\$ 712.00
Totals	\$ 232,393.87	\$ 19,773.00	\$ 267,371.82	\$ 21,704.00
		\$ 252,166.87		\$ 289,075.82

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

**GLORIA J. VERNO D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.;
T & M PAINTING, INC., A CORPORATION
CHARGED WITH DERIVATIVE LIABILITY;
JOSEPH P. VERNO, AN INDIVIDUAL
CHARGED WITH PERSONAL LIABILITY**

and

Case 06-CA-036647

**INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL 57 OF
WESTERN PENNSYLVANIA, AFL-CIO**

AMENDMENT TO COMPLIANCE SPECIFICATION

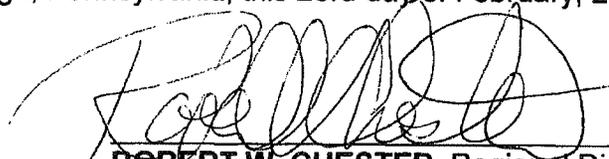
A Compliance Specification and Notice of Hearing having issued February 15, 2012,

IT IS ORDERED, pursuant to Section 102.55(c) of the Board's Rules and Regulations that the Compliance Specification is amended in the following respect:

Replace the enclosed document entitled Appendix C for the Appendix C previously issued with the Compliance Specification on February 15, 2012.

Amend the Notice of Hearing to include the time of the hearing to be held at 10:00 a.m. on May 2, 2012.

DATED at Pittsburgh, Pennsylvania, this 23rd day of February, 2012.


ROBERT W. CHESTER, Regional Director
National Labor Relations Board
Region Six
William S. Moorhead Federal Building
1000 Liberty Avenue, Suite 904
Pittsburgh, PA 15222-4111

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Armell, Clifford	2009 Qtr 3	120	\$ 11.00	\$ 1,320.00	120	\$ 25.06	\$ 3,007.20	\$ 1,687.20	
	2009 Qtr 4	0	\$	\$	0		\$	\$	
	2010 Qtr 1	320	\$ 11.00	\$ 3,520.00	320	\$ 25.06	\$ 8,019.20	\$ 4,499.20	
	2010 Qtr 2	450	\$ 11.00	\$ 4,950.00	450	\$ 25.06	\$ 11,277.00	\$ 6,327.00	
									\$ 12,513.40
Beland	2008 Qtr 3	212.5	\$ 12.00	\$ 2,550.00	212.5	\$ 24.26	\$ 5,155.25	\$ 2,605.25	
	2008 Qtr 3	80	\$ 10.00	\$ 800.00	80	\$ 24.26	\$ 1,940.80	\$ 1,140.80	
	2008 Qtr 4	53	\$ 10.00	\$ 530.00	53	\$ 24.26	\$ 2,062.10	\$ 1,532.10	
	2008 Qtr 3	137.5	\$ 12.00	\$ 1,650.00	137.5	\$ 24.26	\$ 4,209.11	\$ 2,559.11	
									\$ 2,605.25
Brown	2008 Qtr 3	80	\$ 10.00	\$ 800.00	80	\$ 24.26	\$ 1,940.80	\$ 1,140.80	
	2008 Qtr 4	53	\$ 10.00	\$ 530.00	53	\$ 24.26	\$ 2,062.10	\$ 1,532.10	
	2008 Qtr 3	137.5	\$ 12.00	\$ 1,650.00	137.5	\$ 24.26	\$ 4,209.11	\$ 2,559.11	
	2008 Qtr 4	67.5	\$ 12.00	\$ 810.00	67.5	\$ 24.26	\$ 2,607.95	\$ 1,797.95	
									\$ 4,357.06
Burnette, Oliver	2008 Qtr 3	40	\$ 12.00	\$ 480.00	40	\$ 24.26	\$ 970.40	\$ 490.40	
	2008 Qtr 4	37.34	\$ 13.50	\$ 504.00	37.34	\$ 24.26	\$ 905.87	\$ 401.87	
									\$ 490.40
Czapski, Jeremy	2008 Qtr 3	240	\$ 14.00	\$ 3,360.00	240	\$ 24.26	\$ 5,822.40	\$ 2,462.40	
	2008 Qtr 4	36.96	\$ 14.00	\$ 1,117.50	76.96	\$ 24.26	\$ 1,867.05	\$ 749.55	
	2009 Qtr 2	360	\$ 15.00	\$ 5,400.00	200	\$ 24.26			
	2009 Qtr 2	160	\$ 15.00	\$ 5,400.00	160	\$ 25.06	\$ 8,861.60	\$ 3,461.60	
									\$ 401.87

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
	2009 Qtr 3	199.97	\$ 15.00	\$ 2,999.50	199.97	\$ 25.06	\$ 5,011.25	\$ 2,011.75	
	2010 Qtr 1	320	\$ 15.00	\$ 4,800.00	320	\$ 25.06	\$ 8,019.20	\$ 3,219.20	
Czapski (Cont.)	2010 Qtr 2	440	\$ 15.50	\$ 7,477.00	320	\$ 25.06	\$ 12,066.29	\$ 4,589.29	
		36.5	\$ 18.00		156.6	\$ 25.86			
	2010 Qtr 3	152	\$ 37.80	\$ 9,109.72	168	\$ 28.42	\$ 8,744.07	\$	
		16	\$ 37.57		153.5	\$ 25.86			
		153.5	\$ 18.00						\$ 16,493.79
Demchak	2009 Qtr 4	151.11	\$ 13.50	\$ 2,040.00	151.11	\$ 25.06	\$ 3,786.82	\$ 1,746.82	\$ 1,746.82
Devore Sr., Bret	2008 Qtr 3	235	\$ 12.00	\$ 2,820.00	235	\$ 24.26	\$ 5,701.10	\$ 2,881.10	
	2008 Qtr 4	111	\$ 12.00	\$ 1,332.00	111	\$ 24.26	\$ 2,692.86	\$ 1,360.86	
	2009 Qtr 2	320	\$ 12.00	\$ 3,840.00	320	\$ 25.06	\$ 7,891.20	\$ 4,051.20	
	2009 Qtr 3	360	\$ 12.00	\$ 4,320.00	360	\$ 25.06	\$ 9,021.60	\$ 4,701.60	
	2009 Qtr 4	40	\$ 14.00	\$ 560.00	40	\$ 25.06	\$ 1,002.40	\$ 442.40	\$ 13,437.16
Devore, Mark	2009 Qtr 3	117.96	\$ 13.00	\$ 1,533.50	117.96	\$ 25.06	\$ 2,956.08	\$ 1,422.58	\$ 1,422.58
Elish, James	2009 Qtr 3	131	\$ 11.00	\$ 1,440.00	131	\$ 25.06	\$ 3,282.86	\$ 1,842.86	
	2010 Qtr 2	359	\$ 11.00	\$ 3,949.00	359	\$ 25.06	\$ 9,027.74	\$ 5,078.74	
	2010 Qtr 3	335.5	\$ 12.00	\$ 4,026.00	335.5	\$ 25.86	\$ 8,676.03	\$ 4,650.03	
	2011 Qtr 1	7	\$ 26.64	\$ 269.92	7	\$ 28.42	\$ 198.94	\$	\$ 11,571.63

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Gamber, Edwin	2008 Qtr 3	231	\$ 12.00	\$ 2,772.00	231	\$ 24.26	\$ 5,604.06	\$ 2,832.06	
	2008 Qtr 4	40	\$ 12.00						
		120	\$ 13.00	\$ 2,040.00	160	\$ 24.26	\$ 3,881.60	\$ 1,841.60	
	2009 Qtr 2	520	\$ 13.00	\$ 6,760.00	360	\$ 24.26			
					160	\$ 25.06	\$ 12,743.20	\$ 5,983.20	
	2009 Qtr 3	200	\$ 13.00	\$ 2,600.00	200	\$ 25.06	\$ 5,012.00	\$ 2,412.00	\$ 13,068.86
Garbinsky, Nick	2009 Qtr 3	80	\$ 12.00	\$ 960.00	80	\$ 25.06	\$ 2,004.80	\$ 1,044.80	\$ 1,044.80
Guillermo, Rom	2009 Qtr 3	18.69	\$ 13.00	\$ 243.00	18.69	\$ 25.06	\$ 468.37	\$ 225.37	\$ 225.37
Halfhill, Raymond	2008 Qtr 3	240	\$ 15.00	\$ 6,229.00	240	\$ 24.26	\$ 10,075.66	\$ 3,846.66	
		116.88	\$ 22.50		116.88	\$ 36.39			
	2008 Qtr 4	160	\$ 15.00	\$ 5,640.80	160	\$ 24.26	\$ 9,125.40	\$ 3,484.60	
		144.1	\$ 22.50		144.1	\$ 36.39			
	2009 Qtr 2	160	\$ 15.00	\$ 2,400.00	160	\$ 25.06	\$ 4,009.60	\$ 1,609.60	
	2009 Qtr 3	432	\$ 15.00	\$ 6,480.00	432	\$ 25.06	\$ 10,825.92	\$ 4,345.92	
	2009 Qtr 4	40	\$ 15.00	\$ 600.00	40	\$ 25.06	\$ 1,002.40	\$ 402.40	\$ 13,689.18
Harshey, Donald	2009 Qtr 4	73.7	\$ 13.50	\$ 995.00	73.7	\$ 25.06	\$ 1,846.92	\$ 851.92	\$ 851.92
Hooper, David	2008 Qtr 3	80	\$ 9.00	\$ 720.00	80	\$ 24.26	\$ 1,940.80	\$ 1,220.80	\$ 1,220.80

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Jackson, Patrick	2009 Qtr 3	350.9 23.52	\$ 13.00 \$ 19.50	\$ 5,018.00	350.9 23.52	\$ 25.06 \$ 37.59	\$ 9,677.72	\$ 4,659.72	\$ 4,659.72
Kozee, James	2010 Qtr 3	160 9 64	\$ 15.00 \$ 37.80 \$ 21.05	\$ 4,087.40	160 73	\$ 25.86 \$ 28.42	\$ 6,212.26	\$ 2,124.86	\$ 2,124.86
Lukas, Joseph	2009 Qtr 4	120	\$ 14.00	\$ 1,680.00	120	\$ 25.06	\$ 3,007.20	\$ 1,327.20	\$ 1,327.20
Malden, Michael	2009 Qtr 3	222.6	\$ 14.00	\$ 3,117.00	222.6	\$ 25.06	\$ 5,578.36	\$ 2,461.36	\$ 2,461.36
McCreary, Dennis	2008 Qtr 3	158	\$ 15.00	\$ 2,370.00	158	\$ 24.26	\$ 3,833.08	\$ 1,463.08	
	2008 Qtr 4	152	\$ 15.00	\$ 2,280.00	152	\$ 24.26	\$ 3,687.52	\$ 1,407.52	
	2009 Qtr 3	455 49.72	\$ 15.00 \$ 22.50	\$ 7,944.00	455 49.72	\$ 25.06 \$ 37.59	\$ 13,271.27	\$ 5,327.27	
	2009 Qtr 4	40	\$ 15.00	\$ 600.00	40	\$ 25.06	\$ 1,002.40	\$ 402.40	\$ 8,600.27
McKendry, Timothy	2008 Qtr 3	280 34.6	\$ 15.00 \$ 22.50	\$ 4,978.00	280 34.6	\$ 24.26 \$ 36.39	\$ 8,051.89	\$ 3,073.89	
	2008 Qtr 4	40 120	\$ 15.00 \$ 15.50	\$ 2,460.00	160	\$ 24.26	\$ 3,881.60	\$ 1,421.60	
	2009 Qtr 2	520	\$ 15.50	\$ 8,060.00	360 160	\$ 24.26 \$ 25.06	\$ 12,743.20	\$ 4,683.20	
	2009 Qtr 3	200	\$ 16.00	\$ 3,200.00	200	\$ 25.06	\$ 5,012.00	\$ 1,812.00	
	2009 Qtr 4	40	\$ 16.00	\$ 772.00	40	\$ 25.06	\$ 1,271.92	\$ 499.92	

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
		7.17	\$ 24.00		7.17	\$ 37.59			
	2010 Qtr 1	320	\$ 16.00	\$ 5,120.00	320	\$ 25.06	\$ 8,019.20	\$ 2,899.20	
	2010 Qtr 2	493	\$ 16.50	\$ 8,134.50	346	\$ 25.06	\$ 12,472.18	\$ 4,337.68	
					147	\$ 25.86			
Mickendry (cont.)	2010 Qtr 3	80	\$ 37.80	\$ 14,284.16	172.13	\$ 25.86	\$ 13,395.32	\$ -	
		64	\$ 21.05		329.5	\$ 28.42			
		172.13	\$ 16.50		4.65	\$ 38.79			
		169.5	\$ 25.38						
		16	\$ 26.64						
		4.65	\$ 24.75						
	2010 Qtr 4	16	\$ 26.64	\$ 2,263.00	60	\$ 25.86	\$ 1,551.60	\$ -	
		44	\$ 25.38						
	2011 Qtr 1	12	\$ 26.64	\$ 462.72	12	\$ 28.42	\$ 341.04	\$ -	
	2011 Qtr 2	64	\$ 25.38	\$ 2,394.24	64	\$ 28.42	\$ 1,818.88	\$ -	
	2011 Qtr 3	16	\$ 25.38	\$ 730.56	16	\$ 28.42	\$ 660.48	\$ -	
		8	\$ 16.50		8	\$ 25.86		\$ -	\$ 18,727.49
Mele, Sammy	2009 Qtr 3	344.5	\$ 11.00	\$ 3,789.50	344.5	\$ 25.06	\$ 8,633.17	\$ 4,843.67	\$ 4,843.67
Moore, Robert	2008 Qtr 3	74	\$ 12.50	\$ 925.00	74	\$ 24.26	\$ 1,795.24	\$ 870.24	\$ 870.24
More, Hermilio	2008 Qtr 3	226.5	\$ 13.00	\$ 2,944.50	226.5	\$ 24.26	\$ 5,494.89	\$ 2,550.39	
	2008 Qtr 4	137	\$ 13.00	\$ 1,781.00	137	\$ 24.26	\$ 3,323.62	\$ 1,542.62	\$ 4,093.01
Necciai, Guy	2009 Qtr 3	264.5	\$ 11.00	\$ 2,909.50	264.5	\$ 25.06	\$ 6,628.37	\$ 3,718.87	\$ 3,718.87

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract			Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total
Patterson, Billy	2009 Qtr 2	360	\$ 14.00	\$ 5,040.00	200	\$ 24.26	\$ 8,861.60	\$ 3,821.60	
					160	\$ 25.06			
	2009 Qtr 3	505.5	\$ 14.00	\$ 7,077.00	505.5	\$ 25.06	\$ 12,667.83	\$ 5,590.83	
	2009 Qtr 4	272	\$ 14.00	\$ 3,808.00	272	\$ 25.06	\$ 6,816.32	\$ 3,008.32	
	2010 Qtr 1	320	\$ 14.00	\$ 4,480.00	320	\$ 25.06	\$ 8,019.20	\$ 3,539.20	
	2010 Qtr 2	520	\$ 14.00	\$ 7,280.00	360	\$ 25.06	\$ 13,159.20	\$ 5,879.20	
					160	\$ 25.86			
	2010 Qtr 3	9	\$ 37.80	\$ 340.20	9	\$ 25.86	\$ 232.74	\$ -	
	2011 Qtr 1	320	\$ 14.00	\$ 4,480.00	320	\$ 25.86	\$ 8,275.20	\$ 3,795.20	\$ 25,634.35
Pettijohn, Corri	2008 Qtr 3	186	\$ 12.00	\$ 2,752.00	226	\$ 24.26	\$ 5,482.76	\$ 2,730.76	
		40	\$ 13.00						
	2008 Qtr 4	142.5	\$ 13.00	\$ 1,852.50	142.5	\$ 24.26	\$ 3,457.05	\$ 1,604.55	
	2009 Qtr 2	520	\$ 13.00	\$ 6,760.00	360	\$ 24.26	\$ 12,743.20	\$ 5,983.20	
				160	\$ 25.06				
	2009 Qtr 3	200	\$ 13.00	\$ 2,600.00	200	\$ 25.06	\$ 5,012.00	\$ 2,412.00	\$ 12,730.51
Ringer, Thomas	2010 Qtr 3	64	\$ 21.05	\$ 1,347.20	64	\$ 28.42	\$ 1,818.88	\$ 471.68	\$ 471.68
Rogers, Kenneth	2009 Qtr 4	413.11	\$ 13.50	\$ 5,577.00	413.11	\$ 25.06	\$ 10,352.54	\$ 4,775.54	\$ 4,775.54
Rusko, Joseph	2009 Qtr 3	32.3	\$ 13.00	\$ 420.00	32.3	\$ 25.06	\$ 809.44	\$ 389.44	\$ 389.44

APPENDIX C

Name	Quarter	Wages Paid by Respondent			Due Pursuant to Union Contract				Backpay	
		1 Quarterly Hours Worked	2 Respondent Wage Rate	3 Quarterly Wages Paid	4 Quarterly Hours Worked	5 Union Wage Rate	6 Union Compensation	7 Quarterly Backpay Due	Individual Grand Total	
Shank James	2008 Qtr 3	211	\$ 13.00	\$ 2,743.00	211	\$ 24.26	\$ 5,118.86	\$ 2,375.86		
	2008 Qtr 4	146.5	\$ 13.00	\$ 2,426.50	173.27	\$ 24.26	\$ 4,528.25	\$ 2,101.75		
		26.77	\$ 19.50						\$ 4,477.61	
Sobus, Richard	2009 Qtr 3	209.25	\$ 12.00	\$ 2,578.50	213	\$ 25.06	\$ 5,384.77	\$ 2,806.27		
		3.75	\$ 18.00							
	2010 Qtr 3	10	\$ 37.80	\$ 1,911.92	58	\$ 28.42	\$ 1,648.36	\$ -		
		16	\$ 21.05							
		32	\$ 25.38						\$ 2,806.27	
Stayrook, Andrew	2010 Qtr 3	24	\$ 21.05	\$ 7,668.91	215	\$ 28.42	\$ 6,111.30	\$ -		
		175	\$ 25.38							
		16	\$ 26.64							
	2010 Qtr 4	16	\$ 26.64	\$ 2,263.00	60	\$ 28.42	\$ 1,705.20	\$ -		
		44	\$ 25.38							
	2011 Qtr 1	12	\$ 26.64	\$ 462.72	12	\$ 28.42	\$ 341.04	\$ -		
	2011 Qtr 2	64	\$ 25.38	\$ 2,394.24	64	\$ 28.42	\$ 1,818.88	\$ -		
	2011 Qtr 3	16	\$ 25.38	\$ 1,352.56*	16	\$ 38.42	\$ 1,954.60	\$ 602.04	\$ 602.04	
		58	\$ 13.00		58	\$ 25.86				
		*includes \$192.48 payment to employee for fringe benefits								
Swartz, Jeremiah	2010 Qtr 2	262.73	\$ 11.00	\$ 2,890.00	262.73	\$ 25.06	\$ 6,584.01	\$ 3,694.01	\$ 3,694.01	
	2009 Qtr 3	90.31	\$ 13.00	\$ 1,174.00	90.31	\$ 25.06	\$ 2,263.17	\$ 1,089.17		
	2009 Qtr 4	293.7	\$ 13.00	\$ 3,818.00	293.7	\$ 25.06	\$ 7,360.12	\$ 3,542.12	\$ 4,631.29	

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

GLORIA J. Verno D/B/A JOE'S PAINTING
AND ITS ALTER EGO JOE'S PAINTING, INC.;
T & M PAINTING, INC., A CORPORATION
CHARGED WITH DERIVATIVE LIABILITY;
JOSEPH P. Verno, AN INDIVIDUAL
CHARGED WITH PERSONAL LIABILITY

and

Case 06-CA-036647

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL 57 OF
WESTERN PENNSYLVANIA, AFL-CIO

ANSWER TO COMPLIANCE SPECIFICATION

1. Admitted.

2. Admitted.

3. Denied. The Respondent, Gloria J. Verno, is not personally liable for any remedy in this case. Ms. Verno may be liable for a remedy to the extent that Joe's Painting, of which she was a sole proprietor, is liable; but she is not personally liable as President of Joe's Painting, Inc., since Joe's Painting, Inc., is a Corporation and is, therefore, an entity that is liable in and unto itself.

4. Admitted.

5. Admitted. Inasmuch as Gloria J. Verno and her husband, Joseph P. Verno, make payments for their mortgage and vehicle and television service from their business account, they do not receive a salary, rather these payments made by them through their business account are their incomes from the business.

6. There is no co-mingling of business and personal assets and funds in this matter. The funds contained in the business accounts are business funds. There are no personal assets or funds of the Vernos contained in this business account. The monies in the business account remain business funds until paid on the Verno's personal expenses at which time they become income to the Vernos. Therefore, the Vernos are not personally liable for any remedy in this case.

7. Admitted.

8. Admitted.

9. Denied. T & M Painting, Inc., was not formed as a disguised continuance of the activities of Gloria J. Verno d/b/a Joe's Painting and its alter ego Joe's Painting, Inc. While it did have substantially identical management and business purpose and operations, it did not have the same customers or supervisors and has no equipment and facilities.

10. Admitted.

11. Admitted.

12. Denied. T & M Painting, Inc., is not a single integrated enterprise with the Respondent. T & M Painting, Inc., is a business entity separate and distinct unto itself. Work bid under T & M Painting, Inc., is performed by employees of T & M Painting, Inc., and not by Respondent.

13. Denied. It is denied that Joseph Verno testified that T & M Painting, Inc., was formed in part for the purpose of attempting to evade contractual and monetary liability arising from the Board's Order. Rather, T & M Painting, Inc., was formed as a separate entity that is separate and distinct from Respondent and was formed instead to clearly delineate responsibility for liability.

14. Denied. The corresponding paragraph represents a legal conclusion and not a factual averment. This is a matter to be determined at hearing.

15. Denied. It is denied that anyone was discriminated against, although Appendix A does consist of a list of former employees that have at one time or another performed work for the Respondent.

16. Admitted.

17. Denied. It is denied that Respondent is obligated to pay those individuals listed in Appendix A in accordance with the terms of any collective bargaining agreement. The Respondent was fraudulently induced into entry into a collective bargaining agreement. There was no good faith bargaining. The employees of the Respondent were not members of a bargaining unit. The Respondents were told that the contract was only required for one (1) job and would not affect their other jobs. The Respondents were never informed that was a collective bargaining agreement they were signing nor were they aware of the terms of it. This matter was misrepresented to the Respondents. They acted in reliance on the misrepresentation and they did so to their detriment. Therefore, they were fraudulently induced into entry into this contract. The Respondents were the victims of fraudulent misrepresentation in this matter and therefore are not liable under the contract. . Therefore, the Respondent is not obligated to pay the wages set forth in said contract.

18. Denied. It is denied that these industrial wage rates apply to all non-retail jobs performed by the Respondent due to the fact that the Respondent was fraudulently induced into entry into this contract.

19. Denied. It is denied that the Respondent is required to pay these commercial wage rates applying to any retail jobs performed by it due to the fact that the Respondent was fraudulently induced into entry into this alleged collective bargaining agreement.

20. Denied. It is denied that the Respondent owes any fringe benefit contributions called for in any collective bargaining agreement as the Respondents were fraudulently induced into entry into this collective bargaining agreement.

21. Denied. It is denied that the Respondent owes any fringe benefit contributions called for in any collective bargaining agreement as the Respondents were fraudulently induced into entry into this collective bargaining agreement.

22. Denied. It is denied that the Respondent owes any fringe benefit contributions called for in any collective bargaining agreement as the Respondents were fraudulently induced into entry into this collective bargaining agreement.

23. Admitted in part and denied in part. It is admitted that the alleged 2008-2011 collective bargaining agreement states as averred in the corresponding paragraph. However, it is denied that the provisions of that collective bargaining agreement applied to the Respondent due to the fact that the Respondent was fraudulently induced into entry into that contract, therefore, rendering that contract null and void.

24. Denied. The Union never served on Respondent any notification of the Union's desire to negotiate any changes or revisions in any collective bargaining agreement.

25. Denied. The Respondent has made it abundantly clear to all of the parties involved in this matter, including the Union, that it is their desire to terminate this agreement which they were fraudulently induced into entering into and it is further denied that there has been any request from the Union to negotiate on this matter. To the contrary, the Respondent has contacted the Union with regard to negotiation in this matter and has yet to receive a response from the Union with regard to any such negotiations. Additionally, per the terms of the agreement, the proper time for providing such notification just commenced on March 1, 2012.

26. Denied. The 2008-2011 collective bargaining agreement may remain in full force and effect as to the Union. However, due to the fact the Respondents were fraudulently induced into entry into that contract, it is not in full force and effect as to them.

27. Admitted.

28. Denied. While the Union wage rates are set forth in Appendix C, Columns 5 and 6, it is denied that the employees should have been compensated at those rates due to the fact that the Respondent was fraudulently induced into entry into the contract.

29. Denied. It is denied that there is any back pay due to any of the employees listed in Appendix C. These alleged back wages only arise from a contract which the Respondent was fraudulently induced into entry into.

30. Admitted in part and denied in part. It is admitted that the calculations were determined as set forth in the averments in the corresponding paragraph. However, it is denied, due to the fraudulent inducement, that the Respondent owes any of these fringe benefit contributions.

31 Admitted in part and denied in part. It is admitted that a total alleged back pay and an alleged benefit fund contribution amount alleged to be due are set forth in Appendix E. However, it is denied that the Respondent owes any of these amounts due to the fact that they were fraudulently induced into entry into the contract giving rise to these amounts.

32. Denied. Joe's Painting, Inc., and T & m Painting, Inc., are corporate entities separate and apart from the Respondents Joe and Gloria Verno. As such, Joe and Gloria Verno are not individually liable for any of the debts of these corporations. While it is admitted that these alleged obligations can be discharged by payment of the back pay, as well as payment of the alleged fringe benefit contribution due, it is denied that the Respondents are obligated to make these payments due to the fact that they were fraudulently induced into entering into the contract with the Union which gives rise to these alleged amounts due. Due to the fraudulent inducement of the Respondents to enter into the contract, said contract is void *ab initio* and therefore the Respondents are not obligated under its terms.

Respectfully submitted,

FRANCE, LINT & ASSOCIATES, P.C.

Date: 3/5/12

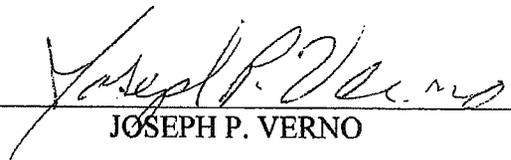
By: David N. Lint
DAVID N. LINT, ESQUIRE
Attorney for Respondents

VERIFICATION

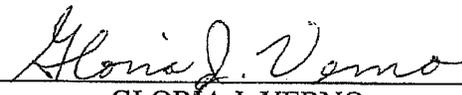
I VERIFY that the statements made in the foregoing ANSWER TO COMPLIANCE SPECIFICATION are true and correct. I understand that false statements herein are made subject to the penalties of 18 PA. C.S., Section 4904, relating to unsworn falsification to authorities.

Date:

3/05/2012



JOSEPH P. VERNO



GLORIA J. VERNO

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on the 6th day of MARCH 2012, a copy of the foregoing ANSWER TO COMPLIANCE SPECIFICATION was forwarded to all parties of record as follows:

REGULAR FIRST CLASS MAIL:

**NATIONAL LABOR RELATIONS BOARD
REGION SIX
WILLIAM S. MOORHEAD FEDERAL BUILDING
1000 LIBERTY AVENUE
SUITE 904
PITTSBURGH, PA 15222-4111**

**JOSHUA M. BLOOM, ESQUIRE
JOSHUA M. BLOOM AND ASSOCIATES, PC
1230 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15219**

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, DISTRICT COUNCIL
57 OF WESTERN PENNSYLVANIA, AFL-CIO, CLC
101 EWING ROAD
CARNEGIE, PA 15106**

FRANCE, LINT & ASSOCIATES, P.C.

By: David N. Lint
DAVID N. LINT, ESQUIRE



United States Government
NATIONAL LABOR RELATIONS BOARD
REGION 6

William S. Moorhead Federal Building

1000 Liberty Avenue, Room 904

Pittsburgh, PA 15222-4111

Telephone: (412) 395-4400

Fax: (412) 395-5986

Website: www.nlr.gov

April 6, 2012

Re: Gloria J. Verno d/b/a Joe's Painting, et al.
Case 06-CA-036647

David N. Lint, Esquire
France, Lint & Associates, PC
308 Fallowfield Avenue
Charleroi, PA 15022-1405

Dear Mr. Lint:

This is to notify you that Respondent's Answer to the Compliance Specification in the above-captioned matter which was filed on March 7, 2012, does not meet the requirements described in Section 102.56(b) of the Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, and is, therefore, deficient. Section 102.56(c) of the Board's Rules and Regulations provides that, absent a denial or an adequate explanation, the Board may deem Respondent to have admitted and may preclude it from controverting, the corresponding allegations. Unless an amended Answer, which complies with the Board's Rules, is received in this office from Respondent by the close of business on the third business day following receipt of this letter, a Motion for Default Judgment will be filed with the Board.

Very truly yours,

Julie R. Stern
Attorney

CERTIFIED MAIL

dm