

- 3.) On March 29, 2012, Aldridge filed with the Board a “Motion for Expedited Proceedings.” As set forth in detail in that motion, Local 150 has pursued a course of action in derogation of the Board’s exclusive jurisdiction that it has pursuant to section 10(k) of the Act to decide this jurisdictional dispute. Specifically, Local 150 has filed a series of grievances, claiming that the work in issue should have been assigned to its members. The grievances were filed with the Joint Grievance Committee (“JGC”) of the Northern Illinois Building Contractors Association and the Northwest Illinois Contractors Association (collectively referred to as the “Associations”) alleging that Aldridge’s assignment of the disputed work to IBEW was a violation of the Rockford Heavy and Highway Agreement (“Rockford Agreement”).
- 4.) The JGC held *ex parte* hearings on these grievances and issued a series of decisions ordering Aldridge to pay \$439,000 to Local 150’s Assistance Fund. Aldridge did not participate in any of these proceedings, informing Local 150 that the Board, not the JGC, has the exclusive jurisdiction to decide this jurisdictional dispute.
- 5.) It is highly significant to note that the IBEW was and is **precluded** from participating in any of the JGC proceedings since its collective bargaining agreement is with the National Electrical Contractors Association (“NECA”), an organization that is unrelated and not affiliated with the previously mentioned Associations. Accordingly, there is no voluntary adjustment mechanism available to which **all parties** are bound to adjust this dispute

- 6.) Local 150 has now filed a complaint against Aldridge (attached hereto as Exhibit 1) in the U.S. District Court for the Northern District of Illinois seeking to enforce the unilateral JGC “awards” of \$439,000 representing payment to Local 150 for Aldridge’s assignment of the disputed work to the IBEW.

- 7.) Local 150’s actions, in filing these grievances and subsequent lawsuit against Aldridge, are clearly intended to intimidate and coerce Aldridge and to force it to reassign the work from the IBEW to Local 150. These actions are in derogation of the Board’s authority and responsibility to decide this jurisdictional dispute.

- 8.) Local 150’s filing of this lawsuit presents yet another compelling reason for the Board to expedite the consideration and issuance of its decision and Order in this 10(k) proceeding

May 24, 2012

Respectfully submitted,



Paul J. Cherner

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*Attorneys for Aldridge Electric, Inc.
(Employer)*

CERTIFICATE OF FILING AND SERVICE

The undersigned certifies that in addition to filing this Motion electronically with the Board that he has on the 24th of May, 2012 caused copies of these documents to be sent to the following:

By *Overnight Mail* to:

Executive Secretary
National Labor Relations Board
1099 14th Street N.W., Suite 6300
Washington, DC 20570-0001

By *Electronic Mail* to

Dale D. Pierson [dpierson@local150.org]
Bryan P. Diemer [bdiemer@local150.org]
Local 150 Legal Department

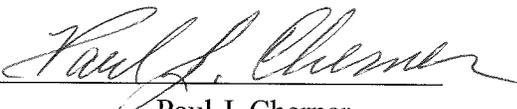
Attorneys for Local 150

and

Travis R. Ketterman [tketterman@whitfieldmcgann.com]
Whitfield, McGann & Ketterman

Attorney for IBEW, Local 196

May 24, 2012


Paul J. Cherner

Attorney for Aldridge Electric, Inc.

EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

SUMMONS IN A CIVIL CASE

International Union of Operating Engineers,
Local 150, AFL-CIO

CASE NUMBER: 12 cv 3683

V.

ASSIGNED JUDGE: Hon. Matthew F. Kennelly

Aldridge Electric, Inc.

DESIGNATED
MAGISTRATE JUDGE: Hon. Young B. Kim

TO: (Name and address of Defendant)

Aldridge Electric, Inc.
Registered Agent: Corporation Agents Inc.
611 South Milwaukee
Box 400
Libertyville, IL 60048

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

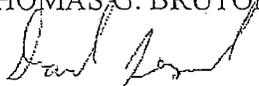
Bryan P. Diemer
IUOE Local 150 Legal Dept.
6140 Joliet Road
Countryside IL 60525

an answer to the complaint which is herewith served upon you, within 21 (twenty-one) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service. Thom

NOTE: When the print dialogue box appears, be sure to uncheck the Annotations option.

THOMAS G. BRUTON, CLERK

THOMAS G. BRUTON, CLERK
(By) DEI



(By) DEPUTY CLERK



DATE

May 15, 2012

DATE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

INTERNATIONAL UNION OF)	
OPERATING ENGINEERS,)	
LOCAL 150, AFL-CIO,)	
)	
Plaintiff,)	CIVIL ACTION
)	
vs.)	NO. 12 cv 3683
)	
ALDRIDGE ELECTRIC, INC.)	
)	
an Illinois Corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, International Union of Operating Engineers, Local 150, AFL-CIO (“Local 150”), brings this action against Defendant Aldridge Electric, Inc. (“Company”) to enforce six awards entered by a joint labor-management committee known as the Joint Grievance Committee (“JGC”) against the Company. In support thereof, Local 150 states as follows:

1. This Court has jurisdiction over this action pursuant to Section 301 of the Labor-Management Relations Act (“LMRA”) of 1947, 29 U.S.C. § 185.
2. Local 150 is a labor organization representing employees in an industry affecting commerce within the meaning of Section 2(5), (6) and (7) of the National Labor Relations Act (“NLRA”), 29 U.S.C. §§ 152(5), (6) and (7), and Section 301 of the LMRA, 29 U.S.C. § 185. Its principal offices are located at 6200 Joliet Road, Countryside, Illinois, within the geographic jurisdiction of this Court.

3. The Company is a corporation and an employer in an industry affecting commerce within the meaning of Section 2(2), (6) and (7) of the NLRA, 29 U.S.C. §§152(2), (6) and (7) and Section 301 of the LMRA, 29 U.S.C. §185. The Company's principal offices are located in Libertyville, Illinois.

COUNT I

4. On or about August 3, 1970, the Company executed a "Memorandum of Agreement" with Local 150 (Memorandum attached hereto as Exhibit A).

5. By its terms, the Memorandum of Agreement between the Company and Local 150 adopted the collective bargaining agreement between Local 150 and the Northwestern Illinois Contractors Association then in effect, as well as any and all subsequent agreements entered into between Local 150 and the Northwestern Illinois Contractors Association. The collective bargaining agreement currently in effect between the parties is commonly known as the Rockford Nine County Heavy and Highway Agreement (Nine County Agreement is attached hereto as Exhibit B).

6. The Nine County Agreement contains a four-step grievance procedure for resolving disputes that arise under the contract.

7. In August and September 2011, several disputes arose between Local 150 and the Company relating to the Company's failure to pay fringe benefits to employees performing work covered by the scope of the Nine County Agreement and the Company's subcontracting certain work in violation of the Nine County Agreement. Local 150 attempted to resolve the disputes at Step One conferences pursuant to the Nine County Agreement but was unable to do so.

8. Pursuant to Step Two of the Nine County Agreement, on September 19, 2011 and October 3, 2011, Local 150 reduced its six grievances against the Company to writing and set up

a meeting whereby they could be resolved. The grievances alleged that the Company violated the Nine County Agreement when it failed to pay fringe benefits to employees performing bargaining unit work and when it subcontracted certain work. The parties did not resolve their disputes at Step Two.

9. Step Three of the grievance procedure requires the parties to submit unresolved grievances to the JGC for possible resolution. The Nine County Agreement authorizes the JGC to resolve grievances if it can do so by a majority vote. Pursuant to the Nine County Agreement, JGC decisions that resolve grievances by majority vote are final and binding. Since the parties did not resolve the grievances at Step Two, Local 150 submitted all six grievances to the JGC for possible resolution pursuant to Step Three.

10. On February 6, 2011, the JGC conducted a hearing relative to six grievances brought by Local 150 against the Company. Based upon the evidence presented at the hearing, the JGC entered a final and binding decision in which it sustained all six grievances and ordered the Company to pay \$399,403.13 to remedy its contract violations. By letters dated February 7, 2011, the JGC informed the Company of its decisions and awards.

11. Despite repeated demands by Local 150, the Company has not complied with the JGC's decisions and awards.

12. The Company failed to comply with the JGC award within seven (7) days. Therefore, pursuant to Step Three of the grievance procedure, the Company is required to pay an additional ten (10%) percent of all amounts owed as liquidated damages for its failure to comply with the JGC's decisions and awards. The liquidated damages in this case total \$39,940.31.

13. The Nine County Agreement provides that the Company must pay the attorneys' fees and costs incurred by Local 150 in litigating this action.

WHEREFORE, Local 150 prays that the Court:

- A. Enforce the JGC award finding the Company in violation of the Nine County Agreement;
- B. Order the Company to pay Local 150 \$399,403.13 as ordered by the JGC and to pay \$39,940.31 representing ten (10%) percent liquidated damages, or a total of **\$439,343.44** for violation of the Nine County Agreement;
- C. Award Local 150 its costs and attorneys' fees for this action; and
- D. Award such other relief as the Court deems just and proper.

Dated: May 14, 2012

Respectfully submitted,

/s/ Bryan P. Diemer
One of the Attorneys for the Plaintiff

Names and Address of Attorneys for the Plaintiff:

Dale D. Pierson
Bryan P. Diemer
Local 150 Legal Dept.
6140 Joliet Road
Countryside, IL 60525
(708) 579-6663

**[N.B. – EXHIBITS TO COMPLAINT
OMITTED]**