

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the Matter of

JC ELECTRIC LLC AND ITS ALTER EGO
JC ELECTRICAL ENTERPRISES LLC

and

Case 9-CA-076253

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION
NO. 575

MOTION FOR DEFAULT JUDGMENT

THE ACTING GENERAL COUNSEL, by the undersigned Counsel for the Acting General Counsel, moves that:

1. In order to effectuate the purposes of the National Labor Relations Act (the Act) and to avoid unnecessary costs or delay, the National Labor Relations Board (the Board) should exercise its power under Section 102.50 of the Board's Rules and Regulations, Series 8, as amended (the Board's Rules and Regulations) and transfer this proceeding to the Board.

2. Pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, all allegations of the complaint in this matter be deemed to be admitted to be true, and be so found by the Board for failure of JC Electric LLC, herein called Respondent JCE, and its alter ego, JC Electrical Enterprises LLC, herein called Respondent JCEE, and herein collectively called Respondents, to file an answer to the complaint. (A true copy of the charge and the complaint, with proofs of service, are attached hereto as Exhibits A and B, respectively.)

3. A decision issue, including findings of fact and conclusions of law, and providing for a remedial order, in accordance with paragraph 2 above for the reasons set forth in the supporting memorandum filed herewith.

Dated at Cincinnati, Ohio this 27th day of July 2012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Daniel A. Goode', with a long horizontal flourish extending to the right.

Daniel A. Goode
Counsel for the Acting General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

BEFORE THE NATIONAL LABOR RELATIONS BOARD

**JC ELECTRIC, LLC AND IT'S ALTER EGO JC
ELECTRICAL ENTERPRISES, LLC**

Charged Party

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 575**

Charging Party

Case 09-CA-076253

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 9, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

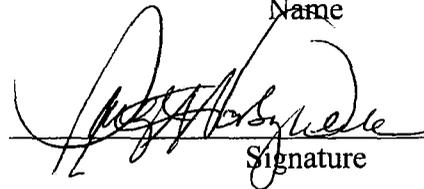
JOHN CARVER
JC ELECTRIC, LLC & IT'S ALTER EGO
JC ELECTRICAL ENTERPRISES, LLC
PO BOX 671
VANCEBURG, KY 41179-0671

March 9, 2012

Date

Paige A Norby-Weik, Designated Agent of
NLRB

Name



Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 09-CA-076253	Date Filed March 9, 2012

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer JC Electric, LLC and it's Alter Ego JC Electrical Enterprises, LLC	b. Tel. No. 606-750-0672
	c. Cell No. 606-202-1331
	f. Fax No.
d. Address (Street, city, state, and ZIP code) P.O. Box 671 102 Jeffery Lane Vanceburg, KY 41179	e. Employer Representative John Carver
	g. e-Mail
	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Contractor	j. Identify principal product or service Electrical
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) The above-named Employer has unilaterally failed to negotiate with the union and has hired workers without going through the contractual hiring hall without prior notice to, or bargaining with the union and has also opened another electrical contracting company who has failed to bargain with the union. This contractor has also failed to return an Alter Ego questionnaire that was delivered to him on 1-20-2012.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Brotherhood of Electrical Workers Local 575	
4a. Address (Street and number, city, state, and ZIP code) P.O. Box 1544 110 Offnere Street Portsmouth, OH 45662	4b. Tel. No. 740-353-8000
	4c. Cell No. 740-352-6695
	4d. Fax No. 740-353-6671
	4e. e-Mail joedillow575@live.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (Signature of representative or person making charge)	Joseph Dillow, President/ Organizer (Print/type name and title or office, if any)
P.O. Box 1544 Portsmouth, OH 45662 Address	3-7-2012 (date)
	Tel. No. 740-353-8000
	Office, if any, Cell No. 740-352-6695
	Fax No. 740-353-6671
	e-Mail joedillow575@live.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

<p>In the Matter of</p> <p>JC ELECTRIC LLC AND ITS ALTER EGO JC ELECTRICAL ENTERPRISES LLC</p> <p>and</p> <p>INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 575</p>	<p>Case 9-CA-076253</p>
--	-------------------------

Date of Mailing June 28, 2012

AFFIDAVIT OF SERVICE OF COMPLAINT AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by certified mail upon the following persons, addressed to them at the following addresses:

<p>MR. JOHN CARVER JC ELECTRIC, LLC AND IT'S ALTER EGO JC ELECTRICAL ENTERPRISES, LLC PO BOX 671 VANCEBURG, KY 41179-0671</p>	<p><u>BY REGULAR MAIL:</u></p> <p>JOE DILLOW, PRESIDENT/ORGANIZER IBEW LOCAL 575 PO BOX 1544 1100 OFFNERE STREET PORTSMOUTH, OH 45662-1544</p> <p>*****</p> <p>National Labor Relations Board Washington, D.C. 20570</p>
<p>Subscribed and sworn to before me this ____ day of _____ 2012</p>	<p>Designated Agent NATIONAL LABOR RELATIONS BOARD</p>

6/28/12

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the Matter of

JC ELECTRIC LLC AND ITS ALTER EGO
JC ELECTRICAL ENTERPRISES LLC

and

Case 9-CA-076253

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION
NO. 575

COMPLAINT
AND
NOTICE OF HEARING

International Brotherhood of Electrical Workers Local Union No. 575, herein called the Union, has charged that JC Electric LLC, herein individually called Respondent JCE, and its alter ego, JC Electrical Enterprises LLC, herein individually called Respondent JCEE, and herein collectively called Respondents, have been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151, et seq., herein called the Act. Based thereon the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. The charge was filed by the Union on March 9, 2012, and a copy was served by regular mail on Respondents on the same date.
2. (a) At all material times Respondents, limited liability corporations, with offices and places of business in Vanceburg, Kentucky, herein called Respondents' facilities, have been engaged as electrical contractors in the construction industry performing installation, maintenance and repair for industrial and commercial customers.

(b) During the past 12 months, Respondents, in conducting their operations described above in paragraph 2(a), performed services valued in excess of \$50,000 in States other than the Commonwealth of Kentucky.

(c) At all material times, Respondents have been employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondents within the meaning of Section 2(11) of the Act and agents of Respondents within the meaning of Section 2(13) of the Act:

John Carver	- Owner, Respondent JCE and General Manager/Registered Agent, Respondent JCEE
Brittany Danielle Applegate	- Owner, Respondent JCEE

5. The employees of Respondents, as set forth in Article III, Section 3.07(A) of the Inside Construction Agreement, herein called the Unit, constitute a unit appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

6. (a) About January 14, 2008, Respondent JCE entered into a Letter of Assent whereby it authorized Central Ohio Chapter, NECA, Portsmouth, Ohio Division, herein called NECA, as its collective-bargaining representative and agreed to comply with and be bound by the collective-bargaining agreement effective January 16, 2008, and all subsequent collective-bargaining agreements, between the Union and NECA unless Respondent JCE provided the Union and NECA with timely written notice to terminate.

(b) About January 14, 2008, by virtue of the conduct described above in paragraph 6(a), Respondent JCE, an employer engaged in the building and construction industry as described above in paragraph 2(a), granted recognition to the Union as the exclusive collective-bargaining representative of the Unit without regard to whether the majority status of the Union had ever been established under the provisions of Section 9(a) of the Act.

(c) About December 8, 2010, a majority of the Unit described above in paragraph 5 designated the Union as their exclusive collective-bargaining representative and, at all times since that date, the Union has been recognized as the representative by Respondent JCE.

(d) Respondent JCE's recognition of the Union, as described above in paragraphs 6(b) and (c), has been embodied in successive collective-bargaining agreements, the most recent of which is effective for the period May 28, 2012 to June 1, 2014.

(e) At all times since December 8, 2012, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

7. (a) At all material times, Respondent JCE and Respondent JCEE have had substantially identical management, business purpose, operation, equipment, customers and supervision.

(b) On or about September 14, 2011, Respondent JCEE was established by Respondent JCE as a disguised continuance of Respondent JCE.

(c) Based on the operations and conduct described above in paragraphs 7(a) and (b), Respondent JCE and Respondent JCEE are, and have been at all material times, alter egos within the meaning of the Act.

(d) Based on the operations and conduct described above in paragraphs 6 and 7(a), (b) and (c), Respondent JCEE is bound to the collective-bargaining agreement described above in paragraph 6(d).

8. Since about November 21, 2011, Respondents have withdrawn recognition of the Union as the exclusive collective-bargaining representative of the Unit and, at all times since that date, have failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit.

9. Since about November 21, 2011, Respondents have repudiated the collective-bargaining agreement described above in paragraph 6(d) and, at all times since that date, have failed and refused to adhere to said agreement.

10. (a) On or about January 13, 2012, the Union requested, in writing, that Respondent JCE furnish the Union with the information described in Attachment A hereto.

(b) The information requested by the Union, as described above in paragraph 10(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

11. Since about January 22, 2012, Respondent JCE has failed and refused to furnish the Union with the information requested by it as described in paragraph 10(a).

12. By the conduct described above in paragraphs 8, 9 and 11, Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of the employees within the meaning of Section 8(d) of the Act and in violation of 8(a)(1) and (5) of the Act.

13. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraph 9, the Acting General Counsel seeks an Order requiring that Respondents preserve and, within 14 days of a request, provide at the office designated by the Board or its agents, a

copy of 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 reimbursement for lost wages or related costs due under the terms of this Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner.

In addition, as part of the remedy for the unfair labor practices alleged above in paragraph 9, the Acting General Counsel seeks an Order requiring reimbursement of amounts equal to the differences in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination. The Acting General Counsel also seeks, as part of the remedy for the allegations in paragraph 9, that Respondents be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

Lastly, the Acting General Counsel seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the complaint. The answer must be received by this office on or before **July 12, 2012**, or postmarked on or before **July 11, 2012**. Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. *To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.* The responsibility for the receipt and usability of

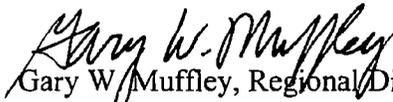
the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern 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 an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. 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 complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. 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 complaint are true.

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. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **August 20, 2012, 10 a.m.** at **Suite 305, Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio**, 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, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. 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 Cincinnati, Ohio this 28th day of June 2012.


Gary W. Muffley, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

85

QUESTIONNAIRE

1. Describe the type of business in which your company engages.

Describe the type of business in which the non-union company engages.

2. Define the geographic area in which your company does business.

Define the geographic area in which the non-union company does business.

3. State the business address(es) and identify all office locations of your company.

State the business address(es) and identify all office locations of the non-union company.

4. Identify your company's post office box(es) by number and location.

Identify the non-union company's post office box(es) by number and location.

5. Identify your company's business phone number(s) and directory listing(s).

Identify the non-union company's business phone number(s) and directory listing(s).

6. Identify the banking institution, branch location, and account number of your company's bank account(s).

Identify the banking institution, branch location, and account number of the non-union company's bank account(s).

QUESTIONNAIRE

7. Identify the banking institution, branch location, and account number of your company's payroll account(s) not identified above.

Identify the banking institution, branch location, and account number of the non-union company's payroll account(s) not identified above.

8. Identify where and by whom your company's accounting records are kept.

Identify where and by whom the non-union company's accounting records are kept.

9. Identify your company's principal accountant.

Identify the non-union company's principal accountant.

10. Identify where and by whom your company's corporate records are kept.

Identify where and by whom the non-union company's corporation records are kept.

11. Identify where and by whom your company's other business record books are kept.

Identify where and by whom the non-union company's other business record books are kept.

12. Identify your company's principal bookkeeper.

Identify the non-union company's principal bookkeeper.

QUESTIONNAIRE

13. Identify your company's principal payroll preparer.
Identify the non-union company's principal payroll preparer.
14. Identify your company's contractor license number for states where it does construction business.
Identify the non-union company's contractor license number for states where it does construction business.
15. Identify the carrier and policy number for your company's workers compensation insurance.
Identify the carrier and policy number for the non-union company's workers compensation insurance.
16. Identify the carrier and policy number for your company's other health insurance program(s).
Identify the carrier and policy number for the non-union company's other health insurance program(s).
- 17(a) Identify your company's federal tax payer identification number.
Identify the non-union company's federal tax payer identification number.
- (b) Identify where and by whom your company's federal tax returns are kept.
Identify where and by whom the non-union company's federal tax returns are kept.

QUESTIONNAIRE

- 18(a) Identify your company's other federal or state taxpayer identification numbers.

Identify the non-union company's other federal or state taxpayer identification numbers.

- (b) Identify where and by whom your company's other federal or state tax reports are kept.

Identify where and by whom the non-union company's other federal or state tax reports are kept.

19. Identify amount(s) involved, reason(s) for, and date(s) of transfer of any funds between your company and the non-union company.

20. Identify source(s) and amount(s) of your company's line(s) of credit.

Identify source(s) and amount(s) of the non-union company's line(s) of credit.

21. Identify amount(s) involved and date(s) when your company has operated its capital with a guarantee of performance by the non-union company.

Identify amount(s) involved and date(s) when the non-union company has operated its capital with a guarantee of performance by your company.

22. Identify business(es) to whom your company rents, leases, or otherwise provides office space.

Identify business(es) to whom the non-union company rents, leases, or otherwise provides office space.

23. Identify the calendar period and terms by which your company provides office space to the non-union company, or is provided with office space by the non-union company.

QUESTIONNAIRE

24. Identify your company's building and or office suppliers.
- Identify the non-union company's building and or office suppliers.
25. Identify by item(s) purchased, date(s) of purchase, and dollar volume of purchase(s) those building and or office supplies not purchased separately by your company and the non-union company.
26. Identify business(es) that use your company's (a) tools or (b) equipment.
- Identify business(es) that use the non-union company's (a) tools or (b) equipment.
27. Identify business(es) to whom your company sells, rents, or leases its (a) operating equipment, (b) office equipment, (c) construction equipment, or (d) tools.
- Identify business(es) to whom the non-union company sells, rents, or leases its (a) operating equipment, (b) office equipment, (c) construction equipment, or (d) tools.
28. Identify business(es) from whom your company buys, rents, or leases its equipment.
- Identify business(es) from whom the non-union company buys, rents, or leases its equipment.
29. Identify those equipment transactions that your company arranges by written agreement.
- Identify those equipment transactions that the non-union company arranges by written agreement.

QUESTIONNAIRE

30. Regarding equipment transactions between your company and the non-union company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
31. Regarding equipment transactions between your company and business(es) separate from the non-union company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
32. Regarding equipment transactions between the non-union company and business(es) separate from your company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.
33. Identify those of the following services that are provided to the non-union company by or at your company.
- (a) administrative
 - (b) bookkeeping
 - (c) clerical
 - (d) detailing
 - (e) drafting
 - (f) engineering
 - (g) estimating
 - (h) managerial
 - (i) patternmaking
 - (j) sketching
 - (k) other
34. Identify those of the following services that are provided to your company by or at the non-union company.
- (a) administrative
 - (b) bookkeeping
 - (c) clerical
 - (d) detailing
 - (e) drafting
 - (f) engineering
 - (g) estimating
 - (h) managerial
 - (i) patternmaking
 - (j) sketching
 - (k) other

QUESTIONNAIRE

35. Identify where your company advertises for customer business.

Identify where the non-union company advertises for customer business.

36. Identify your company's customers.

Identify the non-union company's customers.

37. Identify customers your company has referred to the non-union company.

Identify customers the non-union company has referred to your company.

38. What customers of the non-union company are now or were formerly customers for your company.

39. Regarding customers identified above as common to your company and the non-union company, state the calendar period and dollar volume of work performed for the customer by your company.

Regarding customers identified above as common to your company and the non-union company, state the calendar period and dollar volume of work performed for the customer by the non-union company.

40. State the dollar volume of business per job performed by your company.

State the dollar volume of business per job performed by the non-union company.

QUESTIONNAIRE

41. Does your company negotiate jobs to obtain work?
Does the non-union company negotiate jobs to obtain work?
42. Does your company bid jobs to obtain work?
Does the non-union company bid jobs to obtain work?
43. Identify those persons who bid and or negotiate your company's work.
Identify those persons who bid and or negotiate the non-union company's work.
44. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that your company may bid on public works projects.
State the dollar volume minimum and or maximum (if any) as established by law or regulation, that the non-union company may bid on public works projects.
45. Identify by customer, calendar period, and dollar volume any job(s) on which your company and the non-union company have bid competitively.
46. Identify by customer, calendar period, and dollar volume any work which your company has subcontracted to, or received by subcontract from the non-union company.
47. Identify subcontract work arranged by written agreement between your company and the non-union company.

QUESTIONNAIRE

48. State the reason for each subcontract let by your company.

State the reason for each subcontract let by the non-union company.

49. Identify by customer, calendar period, and dollar volume any projects on which your company has succeeded, or been succeeded by, the non-union company.

50. Identify work your company performs on the non-union company's products.

Identify work the non-union company performs on your company's products.

51. Identify where your company advertises for employee hires.

Identify where the non-union company advertises for employee hires.

52. Identify by job title or craft position the number of employees employed by your company per pay period.

Identify by job title or craft position the number of employees employed by the non-union company per pay period.

53. Identify the skills that your company's employees possess.

Identify the skills that the non-union company's employees possess.

QUESTIONNAIRE

54. Identify where your company's employees report for work.

Identify where the non-union company's employees report for work.

55. Identify by job title or craft position and respective employment dates those employees of your company who are or have been employees at the non-union company.

56. Identify by job title or craft position and respective employment dates those employees of the non-union company who are or have been employees at your company.

57. Identify by job title or craft position and transfer dates those employees otherwise transferred between your company and the non-union company.

58. Identify projects of each company on which these employees were working at the time of transfer.

59. Identify your company's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees, or to adjust their grievances, or effectively to recommend such action.

Identify the non-union company's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees, or to adjust their grievances, or effectively to recommend such action.

QUESTIONNAIRE

60. Regarding those supervisory persons described above as common to your company and the non-union company, identify the period(s) of employment with each company.

61. Identify your company's personnel ever authorized to supervise the non-union company's employees.

Identify the non-union company's personnel ever authorized to supervise your company's employees.

62. Identify by project involved, personnel involved, and date of event, any occasion when your company's personnel performed a supervisory function for the non-union company.

Identify by project involved, personnel involved, and date of event, any occasion when the non-union company's personnel performed a supervisory function for your company.

63. Identify your company's managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

Identify the non-union company's managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

QUESTIONNAIRE

64. Identify your company's representatives who have authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such action.

Identify the non-union company's representatives who have authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such action.

65. Identify your company's representatives otherwise actively involved with day-to-day management or operations.

Identify the non-union company's representatives otherwise actively involved with day-to-day management or operations.

66. Identify by title and respective dates of employment those managerial personnel of your company ever employed by the non-union company.

Identify by title and respective dates of employment those managerial personnel of the non-union company ever employed by your company.

67. Describe your company's compensation program including employee wage rates.

Describe the non-union company's compensation program including employee wage rates.

68. Describe your company's fringe benefits program.

Describe the non-union company's fringe benefits program.

QUESTIONNAIRE

69. Describe your company's labor relations policy.
Describe the non-union company's labor relations policy.
70. Identify your company's representative(s) who establish or otherwise control labor relations policy.
Identify the non-union company's representative(s) who establish or otherwise control labor relations policy.
71. Identify your company's labor relations representative(s).
Identify the non-union company's labor relations representative(s).
72. Identify your company's legal counsel on labor relations matters.
Identify the non-union company's legal counsel on labor relations matters.
73. Identify your company's membership status in the Associated General Contractors.
Identify the non-union company's membership status in the Associated General Contractors.
74. Identify your company's membership status in any other employer association.
Identify the non-union company's membership status in any other employer association.
75. Identify your company's officers.
Identify the non-union company's officers.

se

QUESTIONNAIRE

76. Identify your company's directors.
Identify the non-union company's directors.
77. Identify place(s) and date(s) of your company's directors meetings.
Identify place(s) and date(s) of the non-union company's directors meetings.
78. Identify your company's owners and or stockholders.
Identify the non-union company's owners and or stockholders.
79. Identify the ownership interest held among your company's owners and or stockholders.
Identify the ownership interest held among the non-union company's owners and or stockholders.