

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 07-CA-209485, 07-CA-214290

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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

RINGO SERVICES, INC.

Respondent

Cases 07-CA-209485
07-CA-214290

and

LOCAL 324, INTERNATIONAL UNION OF
OPERATING ENGINEERS (IUOE), AFL-CIO

Charging Party

- I. REISSUED CONSOLIDATED COMPLAINT AND ORDER REVOKING SETTLEMENT
- II. COMPLIANCE SPECIFICATION
- III. ORDER CONSOLIDATING REISSUED CONSOLIDATED COMPLAINT, AS AMENDED AND COMPLIANCE SPECIFICATION
- IV. ANSWER REQUIREMENT AND NOTICE OF CONSOLIDATED HEARING

I. REISSUED CONSOLIDATED COMPLAINT

Based upon charges filed by the Charging Party, on April 20, 2018, a Consolidated Complaint and Notice of Hearing issued in Cases 07-CA-209485 and 07-CA-214290, against Respondent, alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On October 26, 2018, an Amendment to Consolidated Complaint and Notice of Hearing issued in these cases. On December 11, 2018, a Settlement Agreement and Notice to Employees was approved (Settlement Agreement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Consolidated Complaint, and Amendment to Consolidated Complaint. Respondent has failed to comply with the terms of the Settlement Agreement. Accordingly, pursuant to the terms of the Settlement Agreement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Consolidated Complaint, as amended, is reissued as follows.

1. (a) The charge in Case 07-CA-209485 was filed by the Charging Party on November 7, 2017; and a copy was served on Respondent by U.S. mail on November 8, 2017.

(b) The amended charge in Case 07-CA-209485 was filed by the Charging Party on January 30, 2018, and a copy was served on Respondent by U.S. mail on January 31, 2018.

(c) The charge in Case 07-CA-214290 was filed by the Charging Party on February 5, 2018, and a copy was served on Respondent by U.S. mail on February 6, 2018.

2. (a) At all material times, Respondent has been a corporation with an office and place of business located in Detroit, Michigan (Detroit facility), and has been engaged in providing facility maintenance services at certain Detroit Public Schools Community District (DPSCD) facilities.

(b) At all material times, Respondent and Lakeshore-Rickman JV LLC (Lakeshore) have been parties to a contract which provides that Respondent is the agent for Lakeshore in connection with providing facility management services for DPSCD.

(c) About April 2017, Respondent assumed certain DPSCD facility management services of Lakeshore, and, until about April 2018, continued to operate the business of Lakeshore in basically unchanged form at those DPSCD facilities, and, at those DPSCD facilities, employed as a majority of its employees individuals who were previously employees of Lakeshore.

(d) Based on its operations described above in paragraph 2(a) and (c), Respondent has continued the employing entity and is a successor to Lakeshore.

(e) In conducting its operations during the calendar year ending December 31, 2017, a representative period, Respondent provided services valued in excess of \$50,000 for DPSCD, an enterprise within the State of Michigan, and directly engaged in interstate commerce.

(f) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

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

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

Dan Ringo - Chief Executive Officer

Alex Riley - Chief Operating Officer

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time employees employed by Respondent as Stationary Engineers and Boiler Operators in Detroit Public Schools Community District buildings, and buildings related to Detroit Public Schools Community District, all of whom are hereinafter referred to as “employees” and classified in positions as listed in Article XVII, Wages and Classifications, contained in the collective bargaining agreement dated August 13, 2014 through August 12, 2017, between the Charging Party and Lakeshore.

(b) From about August 2014 until about April 2017, the Charging Party had been the exclusive collective-bargaining representative of the Unit employed by Lakeshore, and during that time the Charging Party had been recognized as such representative by Lakeshore. The recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from August 13, 2014 to August 12, 2017.

(c) Since about April 2017, based on the facts described above in paragraphs 2(b), 2(c), 5(a) and 5(b) the Charging Party has been the designated exclusive collective-bargaining representative of the Unit.

(d) Since about August 2013 to about April 2017, based on Section 9(a) of the Act, the Charging Party had been the exclusive collective-bargaining representative of the Unit employed by Lakeshore.

(e) At all times since April 2017, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of Respondent’s employees in the Unit.

6. In about April 2017, Respondent adopted the terms and conditions set forth in the collective-bargaining agreement described above in paragraph 5(a) and applied various terms and conditions set forth in the collective-bargaining agreement to its Unit employees and continued to adhere to those terms and conditions until about August 6, 2017.

7. Since about November 2017, following the expiration of the collective-bargaining agreement, Respondent has failed to remit to the Charging Party dues deducted pursuant to valid, unexpired and unrevoked employee check off authorizations.

8. (a) Since about August 6, 2017, Respondent has failed to adhere to the terms and conditions set forth in the collective-bargaining agreement described above in paragraph 5(b) by, among other things:

(b) On about August 6, 2017, Respondent ceased remitting payments to the apprenticeship fund.

(c) On about October 1, 2017, Respondent ceased remitting payments to the central pension fund and the annuity fund.

(d) On about October 31, 2017, Respondent switched health care providers from Blue Cross Blue Shield to Total Health Care for Unit employees.

(e) On about October 31, 2017, Respondent increased health care deductibles and premiums for Unit employees.

(f) On about November 1, 2017, Respondent, after recalling Unit employees from layoff, placed the recalled Unit employees in a lower classification.

(g) On about November 24, 2017, Respondent ceased paying Unit employees' holiday pay for the Friday after Thanksgiving.

(h) On about October 31, 2017, Respondent ceased remitting payments to the health care plan that is identified in the collective-bargaining agreement described in paragraph 5(b).

9. The subjects set forth above in paragraph 8 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective-bargaining.

10. Respondent engaged in the conduct described above in paragraph 8 without prior notice to the Charging Party and without affording the Charging Party an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct and without first bargaining to an overall good-faith impasse for a successor collective-bargaining agreement.

11. By the conduct described above in paragraph 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

12. By the conduct described above in paragraphs 8 and 10, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

14. (a) In disposition of Cases 07-CA-209485 and Case 07-CA-214290, Respondent entered into a Settlement Agreement (Appendix A), which was approved on December 11, 2018.

(b) Since about January 15, 2019, by failing to make agreed-upon monthly payments and failing to post and mail a Notice to Employees, Respondent has failed and refused to comply with the Settlement Agreement described above in paragraph 14(a).

(c) In light of the conduct described above in paragraph 14(b), Respondent violated the terms of the Settlement Agreement described above in paragraph 14(a).

It is therefore ORDERED, pursuant to Section 101.9(e)(2) of the Board's Rules and Regulations, that the Settlement Agreement described above in paragraph 14(a) is vacated and set aside.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from engaging in the conduct described in paragraph 7, or in any like or related manner interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

2. Cease and desist from engaging in the conduct described in paragraphs 8 and 10, or in any like or related manner failing or refusing to bargain collectively and in good faith with the Charging Party as the exclusive bargaining representative of its employees.

3. Take the following affirmative actions:

(a) Rescind any changes unilaterally implemented concerning health insurance benefits, lay-off and recall, holiday pay and fringe benefit payments, and return to the status quo ante in such matters.

(b) Make whole those employees who suffered any monetary losses because of the changes unilaterally implemented, with interest computed in accordance with current Board policy.

(c) Make whole the Charging Party for any dues which Respondent is required to remit pursuant to valid, unexpired, and unrevoked employee check-off authorizations, with interest computed in accordance with current Board policy.

(d) Post and mail appropriate notices.

(e) Make the fringe benefit fund contributions that are required by the collective-bargaining agreement described in paragraph 5(b), that have not been remitted since August 6, 2018, with interest computed in accordance with Board policy.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

II. COMPLIANCE SPECIFICATION

In order to liquidate the amount owed by Respondent and to avoid unnecessary costs or delays, this compliance specification is issued with the consolidated complaint and alleges as follows:

1. The gross backpay and expenses due Maurice Anderson, Robbie Brown, Robert Byrd, Cheryl Cowan, Tony Evans, Debra Frazier, Davida Green, Daryn Guinn, Helen Hardy, Robert Harvey, Frank Johnson, Morris Mims, Travis Piggee, Charles Rice, Gerald Ross, Kumash Shah, Bruce Smith, Bryan Smith, Anthony Sykes, Denise Tarver and Kirkland Williams (discriminatees) is the amount of earnings and benefits they would have received, and expenses they incurred, but for Respondent's unlawful actions against them. Additionally, Charging Party, Local 324 International Union of Operating Engineers Health Care Plan, Central Pension Fund of the International Union of Operating Engineers, Local 324 International Union of Operating Engineers Retirement Trust Fund and Local 324 International Union of Operating Engineers Education and Apprenticeship Fund (entities) are owed the contractual remittances they would have received, but for the Respondent's unlawful actions.

2. Respondent's liability for backpay for the discriminatees and entities commenced on about August 6, 2017, the approximate date the Respondent ceased making contributions to certain entities. The Respondent's liability for backpay concludes April 1, 2018, the date the Respondent no longer had a collective-bargaining relationship with the Charging Party.

3. (a) An appropriate measure of gross backpay due the discriminatees for the Respondent's unlawful discontinuance of paying holiday pay for the Friday after Thanksgiving is determined by multiplying their contractual rate of pay times eight (8) hours. Attachments A, B, G.

(b) An appropriate measure of gross backpay due Cheryl Cowan, Morris Mims and Travis Piggee for the Respondent's unlawful mis-classification after their recall on about November 1, 2017, is determined by the difference between their rate of pay and their contractual rate of pay multiplied by the hours they worked until April 1, 2018.¹ Attachments C, G.

(c) An appropriate measure of the contractual remittances due Charging Party for the Respondent's unlawful cessation of remittances on about November 1, 2017, is determined by multiplying the contractual rate of pay times two (2) plus \$15.75 for Maurice Anderson, Robert Byrd, Cheryl Cowan, Debra Frazier, Davida Green, Helen Hardy, Robert Harvey, Bryan Smith, Anthony Sykes and Denise Tarver for each month where they had a valid check off authorization until April 1, 2018. Attachments D, J.

(d) An appropriate measure of the contractual remittances due Local 324 International Union of Operating Engineers Health Care Plan for the Respondent's unlawful change in health care providers on about October 31, 2017, is determined by multiplying the contractual rate, \$1,019.90, times the number of months each discriminatee worked until April 1, 2018. Attachments E, F, K.

(e) An appropriate measure of the contractual remittances due Central Pension Fund of the International Union of Operating Engineers for the Respondent's unlawful cessation of remittances on about October 1, 2017, is determined by multiplying the contractual

¹ Where payroll records are incomplete, pay week 14, 2018 and beyond, an average of the hours worked was used.

rate, \$4.50, times the number of hours² each discriminatee worked until April 1, 2018. Attachments E, F, L.

(f) An appropriate measure of the contractual remittances due Local 324 International Union of Operating Engineers Retirement Trust Fund for the Respondent's unlawful cessation of remittances on about October 1, 2017, is determined by multiplying the contractual rate, \$1.50, times the number of hours² each discriminatee worked until April 1, 2018. Attachments E, F, M.

(g) An appropriate measure of the contractual remittances due Local 324 International Union of Operating Engineers Education and Apprentice Fund for the Respondent's unlawful cessation of remittances on about August 6, 2017, is determined by multiplying the contractual rate, \$0.50, times the number of hours² each discriminatee worked until April 1, 2018. Attachments E, F, N.

4. Maurice Anderson, Robbi Brown, Robert Byrd, Debra Frazier, Daryn Guinn, Frank Johnson, Travis Piggee, Bruce Smith, Anthony Sykes, Denise Tarver and Kirkland Williams participated in the contractually-provided for health care plan at no cost. They incurred expenses when on about October 31, 2017, Respondent unlawfully increased the health care premium and altered coverages until April 1, 2018. Attachment G.

5. In order to determine the total net backpay and expenses owed to the discriminatees and entities, it is necessary to add the total gross backpay (paragraph 3) to the expenses (paragraph 4) to obtain the total net backpay.

6. In accordance with *AdvoServ of New Jersey, Inc.*,³ and *Don Chavas, LLC d/b/a Tortillas Don Chavas and Mariela Soto and Anahi Figueroa*,⁴ the discriminatees are entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over 1-year. If not for the unfair labor practices committed by Respondent, the backpay award for the discriminatees would have been paid over more than one year rather than paid in the year Respondent makes final payment in the instant case. The backpay for this case should have been earned in 2017 and 2018, rather than exclusively in 2019.

(a) In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 6(c). Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 6(d). The excess tax liability is calculated as the difference between these two amounts.

(b) The amount of Taxable Income for each year is based on the calculations for backpay in this compliance specification for 2017 and 2018, years in which backpay was

² See fn. 1 above.

³ 363 NLRB No. 143 (March 11, 2016).

⁴ 361 NLRB No. 10 (August 8, 2014).

earned, and the taxable income of the discriminatees is summarized in Attachment H. Using this Taxable Income for the various years, federal and state taxes were calculated using the federal and state tax rates for the appropriate years.⁵ The federal rates are based on the discriminatees filing taxes as single.

(c) The amount of taxes owed for 2017 and 2018, would have been the amounts set forth in Attachment H.

(d) The total amount of the lump sum backpay that is subject to this excess tax award is set forth in Attachment H.⁶ The lump sum amount is based on the backpay calculations described in this compliance specification. The amount of taxes owed in 2019, is based on the current federal and state tax rates⁷ and on the fact that the filing status is single. The amount of taxes owed on the lump sum is calculated for federal and state taxes as shown in Attachment H.

(e) The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2019, and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2017 and 2018, as shown in Attachment H.

(f) The excess tax liability payment that is to be made to the discriminatees is also taxable income and causes additional tax liabilities. Attachment H also includes a calculation for these supplemental taxes. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that the discriminatees will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and the average state tax rate for 2019. The amount is shown in Attachment H.

(g) The Total Excess Taxes is the total tax consequence for the discriminatees receiving a lump-sum award covering a backpay period longer than 1-year. The total Excess Taxes owed to the discriminatees which is determined by adding the Excess Taxes and Incremental Taxes as shown in Attachment H.

7. Summarizing the facts and calculations specified above, and in the above-noted Attachments, Respondent is liable for the backpay and expenses due the discriminatees and entities as described above. The obligation of Respondent to make the discriminatees and entities whole under the Board Order will be discharged by payment to the discriminatees and entities of \$329,743.87 (Attachment I), plus interest accrued to the date of payment and excess

⁵ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

⁶ The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted to include interest when the backpay is paid to the Charging Party.

⁷ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

tax liability as described above,⁸ pursuant to such Orders and judgment, minus tax withholding by Federal and State laws.

8. Respondent shall also file a report with the Regional Director who will file with the Social Security Administration allocating backpay to the appropriate calendar quarters. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, supra.

9. The undersigned reserves the right to amend claims herein which have not been fully calculated.

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

III. ORDER CONSOLIDATING REISSUED CONSOLIDATED COMPLAINT, AS AMENDED, AND COMPLIANCE SPECIFICATION

Pursuant to Sections 102.33 and 102.54(b) and (c) of the Rules and Regulations of the Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the reissued Consolidated Complaint, as amended, in Cases 07-CA-209485 and 07-CA-214290, which are based on charges filed by the Charging Party, against Respondent, is consolidated with the Compliance Specification in this matter.

IV. ANSWER REQUIREMENT AND NOTICE OF CONSOLIDATED HEARING

Respondent is notified that, pursuant to Sections 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint as amended and compliance specification. The answer must be **received by this office on or before June 4, 2019**. 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 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

⁸ The amount of excess tax liability will need to be updated to reflect the actual date of payment.

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.

As to all matters set forth in the compliance specification paragraphs 1 through 7 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, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint as amended and compliance specification are true. If the answer fails to deny allegations of the compliance specification paragraphs 1 through 7 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.

PLEASE TAKE NOTICE THAT on **October 21, 2019, 11:00 am**, at the **Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, Michigan**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint as amended and 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: May 14, 2019.

/s/ Terry Morgan
Terry Morgan, Regional Director
National Labor Relations Board
Region 7
477 Michigan Avenue, Room 300
Detroit, Michigan 48226-2543

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

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

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

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

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

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

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Ringo Services, Inc.

Cases 07-CA-209485,
07-CA-214290

Subject to the approval of the Regional Director for the National Labor Relations Board, Respondent, and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to Respondent in English. A responsible official of Respondent will then sign and date those Notices and immediately post them in conspicuous places, including all places where notices to employees are customarily posted, at its facility located at 277 Gratiot Avenue, Suite 250, Detroit, Michigan 48226. Respondent will keep all Notices posted for 60 consecutive days after the initial posting. Respondent will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed from August 6, 2017 to present. Those Notices will be signed by a responsible official of Respondent and show the date of mailing. Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, Respondent does not admit that it has violated the National Labor Relations Act.

PAYMENT OF WAGES AND BENEFITS — In accordance with the terms of the attached Backpay Installment Payment Agreement, Respondent will make whole the employees named below by payment to each of them of the amount opposite each name.

Employee	Backpay	Medical Expenses	Interest	Excess Tax	TOTAL DUE
Anderson, Maurice	133	1,760	84	14	1,990
Brown, Robbie	190	1,760	86	14	2,050
Byrd, Robert	135	1,760	84	14	1,993
Cowan, Cheryl D	7,918	1,866	431	72	10,286
Evans, Tony	190	-	9	2	201
Frazier, Debra	151	1,760	84	14	2,010
Green, Davida M	-	236	10	-	247
Guinn, Daryn	133	1,866	88	15	2,101
Hardy, Helen	133	1,813	86	14	2,046
Harvey, Robert L	190	384	26	4	604
Johnson, Frank E	156	1,760	85	14	2,015
Mims, Morris	8,223	1,760	443	74	10,499
Piggee, Travis R	2,470	1,760	187	31	4,448
Rice, Charles A	190	1,760	86	14	2,050

PERFORMANCE — Performance by the Respondent with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by Respondent of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

Respondent agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Consolidated Complaint previously issued on April 20, 2018 and the Amendment to the Consolidated Complaint previously issued on October 26, 2018 in the instant cases.

BANKRUPTCY — Should this claim become subject to a bankruptcy proceeding, Respondent agrees that the backpay amounts set forth above will be treated as administrative claims under 11 U.S.C. Section 507 (a) (1), and the Charged Parties agree they will not contest the allowance of a claim from the above-noted backpay amounts as an administrative claim under 11 U.S.C. 507 (a) (1).

CONFESSION OF JUDGMENT — This settlement agreement is further subject to the terms of the Confession of Judgment outlined in Attachment B. Respondent will execute the Confession of Judgment for the total amount of \$376,470 (attached), which the Board will immediately file with a United States District Court.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Ringo Services, Inc.		Charging Party Local 324, International Union of Operating Engineers (IUOE), AFL-CIO	
By: Name and Title	Date	By: Name and Title	Date
/s/ Dan Ringo, CEO	12/2/18		
Print Name and Title below		Print Name and Title below	
Dan Ringo, President/CEO			
Recommended By:	Date	Approved By:	Date
/s/ Renée D. McKinney Renée D. McKinney Field Attorney	12/11/18	/s/ Dennis R. Boren, Acting Regional Director, Region 7	12/11/18

Attachment B

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

RINGO SERVICES, INC.

Respondent

Cases 07-CA-209485
07-CA-214290

and

**LOCAL 324, INTERNATIONAL UNION OF
OPERATING ENGINEERS (IUOE), AFL-CIO**

Charging Party

CONFESSION OF JUDGMENT

Now comes RINGO SERVICES, INC., Respondent:

Pursuant to an Amended Consolidated Complaint and Notice of Hearing, said Order consolidating these proceedings on October 26, 2018, Respondent is obligated to make whole employees Maurice Anderson, Robbi Brown, Robert Byrd, Cheryl D. Cowan, Tony Evans, Debra Frazier, Davida M. Green, Daryn Guinn, Helen Hardy, Robert L. Harvey, Frank E. Johnson, Morris Mims, Travis R. Piggee, Charles A. Rice, Gerald L. Ross, Kumash Shah, Bryan G. Smith, Bruce O. Smith, Anthony Sykes, Denise A. Tarver, and Kirkland Williams; the Operating Engineers' Local 324 Health Care Plan; Central Pension Fund of the International Union of Operating Engineers and Participating Employers; the International Union of Operating Engineers Local 324 Retirement Trust Fund; and the IUOE Local 324 Stationary Engineers Education and Apprenticeship Fund for losses suffered as a result of unlawful acts in violation of Sections 8(a)(1) and (5) of the National Labor Relations Act, as amended, 29 U.S. C. Sec. 151, et seq.

ATTACHMENT A

CASE NAME: Ringo Services
CASE NUMBER: 07-CA-209485 & 07-CA-214290

Interest to: 12/3/2018

Claimant	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Compound Interest	Excess Tax	Total
Anderson, Maurice	133		1,760	1,893	84	14	1,990
Brown, Robbie	190		1,760	1,950	86	14	2,050
Byrd, Robert	135		1,760	1,895	84	14	1,993
Cowan, Cheryl D	7,918		1,866	9,783	431	72	10,286
Evans, Tony	190			190	9	2	201
Frazier, Debra	151		1,760	1,911	84	14	2,010
Green, Davida M	-		236	236	10	-	247
Guinn, Daryn	133		1,866	1,998	88	15	2,101
Hardy, Helen	133		1,813	1,946	86	14	2,046
Harvey, Robert L	190		384	574	26	4	604
Johnson, Frank E	156		1,760	1,916	85	14	2,015
Mims, Morris	8,223		1,760	9,983	443	74	10,499
Piggee, Travis R	2,470		1,760	4,230	187	31	4,448
Rice, Charles A	190		1,760	1,950	86	14	2,050
Ross, Gerald L	135		1,760	1,895	84	14	1,993
Shah, Kumash	190			190	9	2	201
Smith, Bruce O	135		1,760	1,895	84	14	1,993
Smith, Bryan G	152			152	8	1	160
Sykes, Anthony	133		1,760	1,893	84	14	1,990
Tarver, Denise A	190		1,901	2,090	93	15	2,198
Williams, Kirkland	135		2,622	2,758	121	20	2,899
Local 324 Dues	3,701			3,701	162		3,863
Local 324 Health Care Plan	102,806			102,806	4,660		107,466
IUOE Central Pension Fund	94,394			94,394	4,278		98,672
Local 324 Annuity Fund	91,000			91,000	4,124		95,124
Local 324 Apprentice Fund	20,242			20,242	991		21,233
Total:	333,422	-	30,047	363,470	16,487	376	376,470

The Charged Party will make appropriate withholdings from the backpay portion due to the named employee(s).
The Charged Party will NOT WITHHOLD from the interest, excess tax and expenses portion due.
The Charged Party will remit a separate check for interest, excess tax, and expenses.

Attachment B

The Board by the Regional Director for the Seventh Region, has entered into a Settlement Agreement with Respondent, pursuant to the Board's standards and regulations, and pursuant to the applicable provisions of the United States Code, in order to resolve the above-specified findings in the Regional Director's Amended Consolidated Complaint, Compliance Specification, and Notice of Hearing, has concluded and agreed that the total backpay owed plus interest for the individuals and entities as listed in Attachment A of the Settlement Agreement.

Based on the forgoing, Respondent acknowledges that the sum of \$376,470 is justly due to the Board pursuant to the Settlement Agreement and therefore, authorizes the United States District Court for the Eastern District of Michigan, Southern Division, and the Clerk of the Courts to enter a judgment of record against Respondent and in favor of the Board in the amount of \$376,470.

Ringo Services Inc., Respondent	
<u>/s/ Dan Ringo, CEO</u> By: Name and Title	Date 12/1/2018
Print Name and Title below	
Dan Ringo, CEO	

ATTACHMENT C

BACKPAY INSTALLMENT PAYMENT AGREEMENT

In full satisfaction of all monetary obligations it may have in Board Case No. 07-CA-209485, **RINGO SERVICES, INC.** agrees to pay backpay in the total amount of **THREE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 70/100 DOLLARS (\$ 393,775.70)**, in monthly installment payments beginning on January 3, 2019, and continuing every month until fully paid, to each named employee and entity named in Attachment A on the date, and in the amount, set forth below:

		Mos.	Date	Payment	Principal	Interest	Total Interest	Balance
Sub Total:	363,846.00	1	1/3/2019	8,203.66	7,012.52	1,191.14	1,191.14	356,833.48
Start:	12/3/2018	2	2/3/2019	8,203.66	7,035.48	1,168.18	2,359.32	349,798.00
Months:	48	3	3/3/2019	8,203.66	7,058.51	1,145.15	3,504.46	342,739.48
Annual Rate:	4%	4	4/3/2019	8,203.66	7,081.62	1,122.04	4,626.50	335,657.86
Mthly Rate:	0.00327	5	5/3/2019	8,203.66	7,104.80	1,098.86	5,725.36	328,553.06
Mthly Pymt:	8,203.66	6	6/3/2019	8,203.66	7,128.06	1,075.60	6,800.96	321,425.00
Interest:	29,929.70	7	7/3/2019	8,203.66	7,151.40	1,052.26	7,853.22	314,273.60
Total:	393,775.70	8	8/3/2019	8,203.66	7,174.81	1,028.85	8,882.07	307,098.79
		9	9/3/2019	8,203.66	7,198.30	1,005.36	9,887.43	299,900.49
		10	10/3/2019	8,203.66	7,221.86	981.80	10,869.23	292,678.62
		11	11/3/2019	8,203.66	7,245.51	958.15	11,827.38	285,433.12
		12	12/3/2019	8,203.66	7,269.23	934.43	12,761.82	278,163.89
		13	1/3/2020	8,203.66	7,293.02	910.64	13,672.45	270,870.86
		14	2/3/2020	8,203.66	7,316.90	886.76	14,559.21	263,553.96
		15	3/3/2020	8,203.66	7,340.85	862.81	15,422.02	256,213.11
		16	4/3/2020	8,203.66	7,364.89	838.78	16,260.79	248,848.23
		17	5/3/2020	8,203.66	7,389.00	814.66	17,075.46	241,459.23
		18	6/3/2020	8,203.66	7,413.19	790.47	17,865.93	234,046.04
		19	7/3/2020	8,203.66	7,437.45	766.21	18,632.14	226,608.59
		20	8/3/2020	8,203.66	7,461.80	741.86	19,374.00	219,146.79
		21	9/3/2020	8,203.66	7,486.23	717.43	20,091.43	211,660.56
		22	10/3/2020	8,203.66	7,510.74	692.92	20,784.35	204,149.82

		23	11/3/2020	8,203.66	7,535.33	668.33	21,452.68	196,614.49
		24	12/3/2020	8,203.66	7,560.00	643.66	22,096.35	189,054.49
		25	1/3/2021	8,203.66	7,584.75	618.92	22,715.26	181,469.75
		26	2/3/2021	8,203.66	7,609.58	594.08	23,309.35	173,860.17
		27	3/3/2021	8,203.66	7,634.49	569.17	23,878.52	166,225.68
		28	4/3/2021	8,203.66	7,659.48	544.18	24,422.70	158,566.20
		29	5/3/2021	8,203.66	7,684.56	519.10	24,941.80	150,881.65
		30	6/3/2021	8,203.66	7,709.71	493.95	25,435.75	143,171.93
		31	7/3/2021	8,203.66	7,734.95	468.71	25,904.46	135,436.98
		32	8/3/2021	8,203.66	7,760.28	443.39	26,347.84	127,676.71
		33	9/3/2021	8,203.66	7,785.68	417.98	26,765.82	119,891.03
		34	10/3/2021	8,203.66	7,811.17	392.49	27,158.32	112,079.86
		35	11/3/2021	8,203.66	7,836.74	366.92	27,525.24	104,243.12
		36	12/3/2021	8,203.66	7,862.40	341.26	27,866.50	96,380.72
		37	1/3/2022	8,203.66	7,888.14	315.53	28,182.03	88,492.59
		38	2/3/2022	8,203.66	7,913.96	289.70	28,471.73	80,578.63
		39	3/3/2022	8,203.66	7,939.87	263.79	28,735.52	72,638.76
		40	4/3/2022	8,203.66	7,965.86	237.80	28,973.32	64,672.90
		41	5/3/2022	8,203.66	7,991.94	211.72	29,185.04	56,680.96
		42	6/3/2022	8,203.66	8,018.10	185.56	29,370.60	48,662.86
		43	7/3/2022	8,203.66	8,044.35	159.31	29,529.91	40,618.51
		44	8/3/2022	8,203.66	8,070.69	132.97	29,662.89	32,547.82
		45	9/3/2022	8,203.66	8,097.11	106.55	29,769.44	24,450.72
		46	10/3/2022	8,203.66	8,123.62	80.05	29,849.48	16,327.10
		47	11/3/2022	8,203.66	8,150.21	53.45	29,902.94	8,176.89
		48	12/3/2022	8,203.66	8,176.89	26.77	29,929.70	(0.00)

All payments will be sent to the Board's offices at NLRB Region 07, Patrick V. McNamara Federal Building 477 Michigan Avenue, Room 300 Detroit, MI 48226.

In consideration of the Board granting this installment payment schedule, RINGO SERVICES, INC. further agrees that, in the event of any failure to make a scheduled payment, or

to cure any such failure within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable.

RINGO SERVICES, INC.

By: /s/ Dan Ringo
[Signer name]

President/CEO
[Title]

Date: 12/2/18

Last Name	First Name	CBA pay rate
Anderson	Maurice	\$ 20.74
Brown	Robbie	\$ 29.63
Byrd	Robert	\$ 20.74
Cowan	Cheryl D.	\$ 29.63
Evans	Tony	\$ 29.63
Frazier	Debra	\$ 23.70
Green	David M.	\$ 26.66
Guinn	Daryn	\$ 20.74
Hardy	Helen	\$ 20.74
Harvey	Robert L.	\$ 29.63
Johnson	Frank E.	\$ 23.70
Mims	Morris	\$ 29.63
Piggee	Travis R.	\$ 23.70
Rice	Charles A.	\$ 29.63
Ross	Gerald L.	\$ 20.74
Shah	Kumash	\$ 29.63
Smith	Bruce O.	\$ 20.74
Smith	Bryan G.	\$ 23.70
Sykes	Anthony	\$ 20.74
Tarver	Denise A.	\$ 29.63
Williams	Kirkland	\$ 20.74

Attachment B

Last Name	First Name	Thanksgiving Friday
Anderson	Maurice	\$ 165.92
Brown	Robbie	\$ 237.04
Byrd	Robert	\$ 165.92
Cowan	Cheryl D.	\$ 237.04
Evans	Tony	\$ 237.04
Frazier	Debra	\$ 189.60
Green	David M.	\$ 213.28
Guinn	Daryn	\$ 165.92
Hardy	Helen	\$ 165.92
Harvey	Robert L.	\$ 237.04
Johnson	Frank E.	\$ 189.60
Mims	Morris	\$ 237.04
Piggee	Travis R.	\$ 189.60
Ross	Gerald L.	\$ 165.92
Shah	Kumash	\$ 237.04
Smith	Bruce O.	\$ 165.92
Smith	Bryan G.	\$ 189.60
Sykes	Anthony	\$ 165.92
Tarver	Denise A.	\$ 237.04
Williams	Kirkland	\$ 165.92

Attachment C

		MISCLASSIFIED																		
		WAGE RATE	WAGE RATE	42/17	44/17	46/17	48/17	50/17	52/17	2/18	04/18	06/18	08/18	10/18	12/18	14/18	16/18	18/18	TOTALS	
Cowan	Cheryl D.	\$ 29.63	\$ 21.15	\$ -	\$ 266.10	\$ 661.19	\$ 706.98	\$ 612.26	\$ 789.91	\$ 780.16	\$ 727.33	\$ 882.34	\$ 859.87	\$ 714.69	\$ 855.63	\$ 523.71	\$ 523.71	\$ 523.71	\$ 9,427.59	
Mims	Morris	\$ 29.63	\$ 21.15	\$ 678.40	\$ 678.00	\$ 678.00	\$ 578.17	\$ 729.28	\$ 714.61	\$ 644.06	\$ 676.45	\$ 668.90	\$ 712.32	\$ 735.64	\$ 750.23	\$ 549.66	\$ 549.66	\$ 549.66	\$ 9,893.02	
Piggee,	Travis R.	\$ 23.70	\$ 21.15	\$ 19.20	\$ 203.54	\$ 226.31	\$ 183.22	\$ 219.30	\$ 234.52	\$ 242.25	\$ 223.33	\$ 230.47	\$ 234.60	\$ 203.67	\$ 255.00	\$ 163.83	\$ 163.83	\$ 163.83	\$ 2,966.89	
																			\$ 22,287.50	

DEDUCT & REMIT DUES

Attachment D

Last Name	First Name	HOURLY									TOTAL PER EE DUE TO THE UNION
		RATE	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18		
Anderson	Maurice	\$ 20.74	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$ 421.35
Byrd	Robert	\$ 20.74	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$ 421.35
Cowan	Cheryl	\$ 29.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.01	\$ 104.64
Frazier	Debra	\$ 23.70	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$ 465.75
Green	Davida	\$ 26.66	\$69.07	\$69.07	\$69.07	\$69.07	\$69.07	\$69.07	\$69.07	\$69.07	\$ 510.15
Hardy	Helen	\$ 20.74	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$ 421.35
Harvey	Robert	\$ 29.63	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$ 554.70
Smith	Bryan	\$ 23.70	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$63.15	\$ 465.75
Sykes	Anthony	\$ 20.74	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$ 421.35
Tarver	Denise	\$ 29.63	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$75.01	\$ 554.70
\$ 4,341.09 TOTAL DUE TO THE UNION											

DUE TO FUNDS

Attachment E

Last Name	First Name	Health & Welfare	Retirement	Annuity	Training	TOTAL
Anderson	Maurice	\$ 6,119.40	\$ 6,234.89	\$ 2,078.30	692.77	
Brown	Robbie	\$ 6,119.40	\$ 6,516.49	\$ 2,172.16	804.05	
Byrd	Robert	\$ 6,119.40	\$ 5,269.64	\$ 1,756.55	585.52	
Cowan	Cheryl D.	\$ 6,119.40	\$ 5,002.40	\$ 1,667.47	555.82	
Evans	Tony	\$ 6,119.40	\$ 7,278.57	\$ 2,426.19	845.73	
Frazier	Debra	\$ 6,119.40	\$ 6,203.70	\$ 2,067.90	762.30	
Green	David M.	\$ 6,119.40	\$ 6,280.02	\$ 2,093.34	765.78	
Guinn	Daryn	\$ 6,119.40	\$ 5,954.96	\$ 1,984.99	696.91	
Hardy	Helen	\$ 6,119.40	\$ 5,282.44	\$ 1,760.81	586.94	
Harvey	Robert L.	\$ 6,119.40	\$ 7,053.91	\$ 2,351.30	855.77	
Johnson	Frank E.	\$ 6,119.40	\$ 6,306.48	\$ 2,102.16	742.47	
Mims	Morris	\$ 6,119.40	\$ 5,250.26	\$ 1,750.09	583.36	
Piggee	Travis R.	\$ 6,119.40	\$ 5,203.87	\$ 1,734.62	578.21	
Rice	Charles A.	\$ 2,039.80	\$ 1,448.51	\$ 482.84	234.54	
Ross	Gerald L.	\$ 3,059.70	\$ 1,400.94	\$ 466.98	155.66	
Shah	Kumash	\$ 6,119.40	\$ 6,151.13	\$ 2,050.38	759.02	
Smith	Bryan G.	\$ 6,119.40	\$ 3,080.57	\$ 1,026.86	342.29	
Smith	Bruce O.	\$ 4,079.60	\$ 6,004.53	\$ 2,001.51	703.17	
Sykes	Anthony	\$ 6,119.40	\$ 6,701.45	\$ 2,233.82	762.09	
Tarver	Denise A.	\$ 6,119.40	\$ 6,406.02	\$ 2,135.34	783.78	
Williams	Kirkland	\$ 6,119.40	\$ 5,252.53	\$ 1,750.84	583.61	
TOTALS		\$ 119,328.30	\$ 114,283.30	\$ 38,094.43	\$ 13,379.78	\$ 285,085.81

Attachment F

																	No records		Average	
		36/17	38/17	40/17	42/17	44/17	46/17	48/17	50/17	52/17	2/18	04/18	06/18	08/18	10/18	12/18	14/18	16/18	18/18	
Anderson	Maurice	0.00	0.00	4.00	80.00	72.00	88.43	83.27	108.33	118.64	91.77	97.91	107.05	97.27	82.14	123.80	76.97	76.97	76.97	
Brown	Robbie	80.00	80.00	79.90	80.00	80.00	87.83	72.00	88.00	84.00	99.10	97.00	102.33	104.00	94.00	111.93	89.34	89.34	89.34	
Byrd	Robert	0.00	0.00	0.00	0.00	76.28	80.18	83.88	99.73	86.68	99.70	89.45	90.27	81.01	89.13	99.55	65.06	65.06	65.06	
Cowan	Cheryl D.	0.00	0.00	0.00	0.00	31.38	77.97	83.37	72.10	93.15	92.00	85.77	104.05	101.40	84.28	100.90	61.76	61.76	61.76	
Evans	Tony	0.00	74.00	79.87	80.00	79.07	113.35	85.97	116.79	113.87	101.87	117.85	117.47	101.96	98.44	129.04	93.97	93.97	93.97	
Frazier	Debra	72.00	74.00	72.00	80.00	80.00	87.50	74.00	86.00	91.98	100.00	72.00	85.93	99.72	95.37	100.00	84.70	84.70	84.70	
Green	Davida M.	72.00	64.00	79.95	80.00	80.00	87.87	64.00	85.98	91.52	80.00	89.00	101.00	103.98	85.00	112.00	85.09	85.09	85.09	
Guinn	Daryn	0.00	70.50	79.13	78.27	78.32	81.22	71.30	84.88	89.93	96.98	78.25	84.72	92.62	82.45	92.95	77.43	77.43	77.43	
Hardy	Helen	0.00	0.00	0.00	0.00	81.25	82.00	74.00	88.00	93.00	107.00	87.98	91.00	92.00	82.00	100.00	65.22	65.22	65.22	
Harvey	Robert L.	72.00	72.00	79.72	80.00	79.10	89.68	81.00	101.00	110.48	104.00	109.00	113.75	112.43	98.12	124.00	95.09	95.09	95.09	
Johnson	Frank E.	8.50	75.00	93.00	81.00	81.00	94.20	74.00	86.00	93.00	97.97	88.78	91.00	84.00	90.00	100.00	82.50	82.50	82.50	
Mims	Morris	0.00	0.00	0.00	80.00	80.00	80.00	68.18	86.00	84.27	75.95	79.77	78.88	84.00	86.75	88.47	64.82	64.82	64.82	
Piggee	Travis R.	0.00	0.00	0.00	7.53	79.82	88.75	71.85	86.00	91.97	95.00	87.58	90.38	92.00	79.87	92.93	64.25	64.25	64.25	
Rice	Charles A.	70.25	76.93	75.20	85.45	85.45	75.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Ross	Gerald L.	0.00	0.00	0.00	0.00	80.00	80.00	71.20	80.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Shah	Kumash	79.13	72.00	80.00	77.13	79.10	80.00	72.00	92.90	90.00	91.90	84.03	88.98	90.12	90.00	97.75	84.34	84.34	84.34	
Smith	Bruce O.	0.00	0.00	0.00	0.00	80.00	79.80	71.93	85.50	84.98	103.38	87.98	91.00	0.00	0.00	0.00	0.00	0.00	0.00	
Smith	Bryan G.	0.00	72.00	79.95	80.00	80.00	80.00	64.00	82.00	93.00	100.00	76.00	91.00	92.00	90.00	92.00	78.13	78.13	78.13	
Sykes	Anthony	0.00	34.97	107.68	89.05	80.00	72.07	79.97	99.00	97.90	105.90	95.77	98.95	99.97	96.45	112.47	84.68	84.68	84.68	
Tarver	Denise A.	72.00	72.00	80.00	79.65	81.22	90.18	74.00	87.00	94.00	107.00	88.52	92.00	92.00	90.00	106.73	87.09	87.09	87.09	
Williams	Kirkland	0.00	0.00	0.00	0.00	71.00	86.45	72.00	89.93	91.22	102.93	88.12	90.70	91.63	89.51	99.20	64.85	64.85	64.85	
		525.88	837.40	990.40	1138.08	1614.99	1783.27	1491.92	1805.26	1793.59	1852.45	1700.76	1810.46	1712.11	1603.51	1883.72	1405.26	1405.26	1405.26	

Off payroll 11-17

Off payroll 12-17

Off payroll 2-18

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: M. Anderson

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	166 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	166		166	-	262	428
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378
Totals					166	-	640	805
Net Backpay (Withholdings)								166
Expenses (No Withholdings)								640

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ \$20.74 cba pay rate
- 4/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: M. Anderson

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Intérim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: R. Brown

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	237 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	237		237	-	262	499
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378
Totals					237	-	640	877
Net Backpay (Withholdings)								237
Expenses (No Withholdings)								640

Notes

- 1/ Health care \$58.21/pp
- 2/ Holiday pay
- 3/ \$29.63 cba pay rate
- 4/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: R. Brown

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: R Byrd

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					106 1/	
2017	4	11/11					106	
2017	4	11/18					106	
2017	4	11/25	166 2/				106	
2017	4	12/2					106	
2017	4	12/9					106	
2017	4	12/16					106	
2017	4	12/23					106	
2017	4	12/30					106	
2017	4	Total	166		166	-	958	1,124
2018	1	1/6					106	
2018	1	1/13					106	
2018	1	1/20					106	
2018	1	1/27					106	
2018	1	2/3					106	
2018	1	2/10					106	
2018	1	2/17					106	
2018	1	2/24					106	
2018	1	3/3					106	
2018	1	3/10					106	
2018	1	3/17					106	
2018	1	3/24					106	
2018	1	3/31					106	
2018	1	Total	-		-	-	1,383	1,383
Totals					166	-	2,341	2,507
Net Backpay (Withholdings)								166
Expenses (No Withholdings)								2,341

Notes

- 1/ Health care \$212.83/pp
- 2/ Holiday pay
- 3/ \$20.74 cba pay rate
- 4/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: R Byrd

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: C Cowan

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	363	3/				
2017	4	10/14	363					
2017	4	10/21	363					
2017	4	10/28	363					
2017	4	11/4	363				106 1/	
2017	4	11/11	363				106	
2017	4	11/18	363				106	
2017	4	11/25	600 2/				106	
2017	4	12/2	363				106	
2017	4	12/9	363				106	
2017	4	12/16	363				106	
2017	4	12/23	363				106	
2017	4	12/30	430				106	
2017	4	Total	5,019		5,019	-	955	5,974
2018	1	1/6	430				106	
2018	1	1/13	363				106	
2018	1	1/20	363				106	
2018	1	1/27	363				106	
2018	1	2/3	363				106	
2018	1	2/10	363				106	
2018	1	2/17	363				106	
2018	1	2/24	363				106	
2018	1	3/3	363				106	
2018	1	3/10	363				106	
2018	1	3/17	363				106	
2018	1	3/24	363				106	
2018	1	3/31	363				106	
2018	1	Total	4,782		4,782	-	1,379	6,161
Totals					9,800	-	2,334	12,135
Net Backpay (Withholdings)								9,800
Expenses (No Withholdings)								2,334

Notes

- 1/ Health care \$212.21/pp
- 2/ Holiday pay
- 3/ Mis-classified at \$21.15/hr. # of hours worked PP * diff in rate of pay. Total \$9,427.59/26 weeks
- 4/ \$29.63 cba pay rate

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: C Cowan

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: T Evans

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4						
2017	4	11/11						
2017	4	11/18						
2017	4	11/25	237	2/				
2017	4	12/2						
2017	4	12/9						
2017	4	12/16						
2017	4	12/23						
2017	4	12/30						
2017	4	Total	237		237	-	-	237

Totals	237	-	-	237
Net Backpay (Withholdings)				237
Expenses (No Withholdings)				-

Notes

- 1/
- 2/ Holiday pay
- 3/ \$29.63 cba pay rate
- 4/
- 5/
- 6/
- 7/
- 8/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Frazier

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	190 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	190		190	-	262	451
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378
Totals					190	-	640	829
Net Backpay (Withholdings)								190
Expenses (No Withholdings)								640

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ \$23.70 cba pay rate
- 4/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Frazier

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Green

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					17 1/	
2017	4	11/11					17	
2017	4	11/18					17	
2017	4	11/25	213 2/				17	
2017	4	12/2					17	
2017	4	12/9					17	
2017	4	12/16					17	
2017	4	12/23					17	
2017	4	12/30					17	
2017	4	Total	213		213	-	151	364
2018	1	1/6					17	
2018	1	1/13					17	
2018	1	1/20					17	
2018	1	1/27					17	
2018	1	2/3					17	
2018	1	2/10					17	
2018	1	2/17					17	
2018	1	2/24					17	
2018	1	3/3					17	
2018	1	3/10					17	
2018	1	3/17					17	
2018	1	3/24					17	
2018	1	3/31					17	
2018	1	Total	-		-	-	218	218
Totals					213	-	369	583
Net Backpay (Withholdings)								213
Expenses (No Withholdings)								369

Notes

- 1/ Out of pocket health care \$369.36
- 2/ Holiday pay
- 3/ \$26.66 cba pay rate
- 4/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: D Green

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Guinn

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	166 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	166		166	-	262	428
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378

Totals	166	-	640	805
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Net Backpay (Withholdings)	166
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Expenses (No Withholdings)	640
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Notes

1/ Health care \$58.14/pp

2/ Holiday pay

3/ \$20.74 cba pay rate

4/

NLRB Backpay Calculation

Case Name: Ringo Services
 Case Number: 07-CA-209485
 Claimant: D Guinn

Backpay period: 10/1/17-3/30/18	
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Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: H Hardy

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					60 1/	
2017	4	11/11						
2017	4	11/18						
2017	4	11/25	166 2/					
2017	4	12/2						
2017	4	12/9						
2017	4	12/16						
2017	4	12/23						
2017	4	12/30						
2017	4	Total	166		166	-	60	226

Totals	166	-	60	226
Net Backpay (Withholdings)				166
Expenses (No Withholdings)				60

Notes

- 1/ Out of pocket medical
- 2/ Holiday pay
- 3/ \$20.74 cba pay rate
- 4/
- 5/
- 6/
- 7/
- 8/

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: R Harvey

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					22	1/
2017	4	11/11					22	
2017	4	11/18					22	
2017	4	11/25	237	2/			22	
2017	4	12/2					22	
2017	4	12/9					22	
2017	4	12/16					22	
2017	4	12/23					22	
2017	4	12/30					22	
2017	4	Total	237		237	-	196	433
2018	1	1/6					22	
2018	1	1/13					22	
2018	1	1/20					22	
2018	1	1/27					22	
2018	1	2/3					22	
2018	1	2/10					22	
2018	1	2/17					22	
2018	1	2/24					22	
2018	1	3/3					22	
2018	1	3/10					22	
2018	1	3/17					22	
2018	1	3/24					22	
2018	1	3/31					22	
2018	1	Total	-		-	-	284	284

Totals	237	-	480	717
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Net Backpay (Withholdings)	237
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Expenses (No Withholdings)	480
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Notes

1/ Out of pocket medical \$480.

2/ Holiday pay

3/ \$29.63 cba pay rate

4/

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: R Harvey

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: F Johnson

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	190 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	190		190	-	262	451
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378

Totals	190	-	640	829
Net Backpay (Withholdings)				190
Expenses (No Withholdings)				640

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ \$23.70 cba pay rate
- 4/

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: F Johnson

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: M Mims

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	381	3/				
2017	4	10/14	381					
2017	4	10/21	381					
2017	4	10/28	381					
2017	4	11/4	381					
2017	4	11/11	381					
2017	4	11/18	381					
2017	4	11/25	618	2/				
2017	4	12/2	381					
2017	4	12/9	381					
2017	4	12/16	381					
2017	4	12/23	381					
2017	4	12/30	448					
2017	4	Total	5,251		5,251	-	-	5,251
2018	1	1/6	448					
2018	1	1/13	381					
2018	1	1/20	381					
2018	1	1/27	381					
2018	1	2/3	381					
2018	1	2/10	381					
2018	1	2/17	381					
2018	1	2/24	381					
2018	1	3/3	381					
2018	1	3/10	381					
2018	1	3/17	381					
2018	1	3/24	381					
2018	1	3/31	381					
2018	1	Total	5,014		5,014	-	-	5,014
Totals					10,266	-	-	10,266
					Net Backpay (Withholdings)			10,266
					Expenses (No Withholdings)			-

Notes

1/

2/ Holiday pay

3/ Mis-classification difference in rate of pay * hours worked. Total \$10,278.05/26 weeks

4/ \$29.63 cba pay rate

NLRB Backpay Calculation

Case Name: Ringo Services
 Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: M Mims

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: T Piggee

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	114	3/				
2017	4	10/14	114					
2017	4	10/21	114					
2017	4	10/28	114					
2017	4	11/4	114				29	1/
2017	4	11/11	114				29	
2017	4	11/18	114				29	
2017	4	11/25	304	2/			29	
2017	4	12/2	114				29	
2017	4	12/9	114				29	
2017	4	12/16	114				29	
2017	4	12/23	114				29	
2017	4	12/30	135				29	
2017	4	Total	1,693		1,693	-	262	1,955
2018	1	1/6	135				29	
2018	1	1/13	114				29	
2018	1	1/20	114				29	
2018	1	1/27	114				29	
2018	1	2/3	114				29	
2018	1	2/10	114				29	
2018	1	2/17	114				29	
2018	1	2/24	114				29	
2018	1	3/3	114				29	
2018	1	3/10	114				29	
2018	1	3/17	114				29	
2018	1	3/24	114				29	
2018	1	3/31	114				29	
2018	1	Total	1,504		1,504	-	378	1,882

Totals	3,197	-	640	3,837
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Net Backpay (Withholdings) 3,197

Expenses (No Withholdings) 640

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ Mis-classification. Difference in pay rate * hours worked. Total \$2,966.89/26 weeks
- 4/ \$23.70 cba pay rate

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: T Piggee

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: C Rice

Backpay period:

10/1/17-3/30/18

Interest calculated to: 4/30/2019

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					-	-	-	-
Net Backpay (Withholdings)								-
Expenses (No Withholdings)								-
Daily Compound Interest (No Withholdings)								-
Total Backpay, Expenses and Interest								-

Notes

- 1/ Not on payroll after Nov 2017
- 2/
- 3/
- 4/
- 5/
- 6/
- 7/
- 8/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: G Ross

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4						
2017	4	11/11						
2017	4	11/18						
2017	4	11/25	166	2/				
2017	4	12/2						
2017	4	12/9						
2017	4	12/16						
2017	4	12/23						
2017	4	12/30						
2017	4	Total	166		166	-	-	166

Totals	166	-	-	166
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Net Backpay (Withholdings)	166
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Expenses (No Withholdings)	-
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Notes

- 1/ Health care
- 2/ Holiday pay
- 3/ Not on payroll after Dec 2017
- 4/ \$20.74 cba pay rate
- 5/
- 6/
- 7/
- 8/

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: K Shah

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4						
2017	4	11/11						
2017	4	11/18						
2017	4	11/25	237	2/				
2017	4	12/2						
2017	4	12/9						
2017	4	12/16						
2017	4	12/23						
2017	4	12/30						
2017	4	Total	237		237	-	-	237

Totals	237	-	-	237
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Net Backpay (Withholdings) 237

Expenses (No Withholdings) -

Notes

- 1/
- 2/ Holiday pay
- 3/ \$29.63 cba pay rate.
- 4/
- 5/
- 6/
- 7/
- 8/

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: Bruce Smith

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	166 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	166		166	-	262	428
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10						
2018	1	3/17						
2018	1	3/24						
2018	1	3/31						
2018	1	Total	-		-	-	262	262

Totals	166	-	523	689
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Net Backpay (Withholdings) 166

Expenses (No Withholdings) 523

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ Not on payroll after Feb 2018
- 4/ \$20.74 cba pay rate

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: Bruce Smith

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

10/1/17-3/30/18

Claimant: Bryan Smith

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4						
2017	4	11/11						
2017	4	11/18						
2017	4	11/25	190	2/				
2017	4	12/2						
2017	4	12/9						
2017	4	12/16						
2017	4	12/23						
2017	4	12/30						
2017	4	Total	190		190	-	-	190

Totals	190	-	-	190
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Net Backpay (Withholdings) 190

Expenses (No Withholdings) -

Notes

- 1/
- 2/ Holiday pay
- 3/ \$23.70 cba pay rate
- 4/
- 5/
- 6/
- 7/
- 8/

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: A Sykes

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					29 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	166 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	166		166	-	262	428
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378

Totals	166	-	640	805
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Net Backpay (Withholdings) 166

Expenses (No Withholdings) 640

Notes

- 1/ Health care \$58.14/pp
- 2/ Holiday pay
- 3/ \$20.74 cba pay rate
- 4/

Case Name: Ringo Services
 Case Number: 07-CA-209485

Backpay period:
 10/1/17-3/30/18

Claimant: A Sykes

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Tarver

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					203 1/	
2017	4	11/11					29	
2017	4	11/18					29	
2017	4	11/25	237 2/				29	
2017	4	12/2					29	
2017	4	12/9					29	
2017	4	12/16					29	
2017	4	12/23					29	
2017	4	12/30					29	
2017	4	Total	237		237	-	436	673
2018	1	1/6					29	
2018	1	1/13					29	
2018	1	1/20					29	
2018	1	1/27					29	
2018	1	2/3					29	
2018	1	2/10					29	
2018	1	2/17					29	
2018	1	2/24					29	
2018	1	3/3					29	
2018	1	3/10					29	
2018	1	3/17					29	
2018	1	3/24					29	
2018	1	3/31					29	
2018	1	Total	-		-	-	378	378

Totals	237	-	814	1,051
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Net Backpay (Withholdings)	237
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Expenses (No Withholdings)	814
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Notes

1/ Health care \$58.14/pp plus out of pocket medical \$173.98

2/ Holiday pay

3/ \$29.63 cba pay rate

4/

Case Name: Ringo Services

Case Number: 07-CA-209485

Claimant: D Tarver

Backpay period:

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: K Williams

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7						
2017	4	10/14						
2017	4	10/21						
2017	4	10/28						
2017	4	11/4					106 1/	
2017	4	11/11					106	
2017	4	11/18					106	
2017	4	11/25	166 2/				106	
2017	4	12/2					106	
2017	4	12/9					106	
2017	4	12/16					106	
2017	4	12/23					106	
2017	4	12/30					106	
2017	4	Total	166		166	-	955	1,121
2018	1	1/6					106	
2018	1	1/13					106	
2018	1	1/20					106	
2018	1	1/27					106	
2018	1	2/3					106	
2018	1	2/10					106	
2018	1	2/17					106	
2018	1	2/24					106	
2018	1	3/3					106	
2018	1	3/10					106	
2018	1	3/17					106	
2018	1	3/24					106	
2018	1	3/31					106	
2018	1	Total	-		-	-	1,379	1,379
Totals					166	-	2,334	2,500
Net Backpay (Withholdings)								166
Expenses (No Withholdings)								2,334

Notes

- 1/ Health care \$212.21/pp
- 2/ Holiday pay
- 3/ \$20.74 cba pay rate
- 4/

Case Name: Ringo Services
Case Number: 07-CA-209485
Claimant: K Williams

Backpay period: 10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
5/								
6/								
7/								
8/								

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
Case Number: **07-CA-209485**
Claimant: **M. Anderson**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	53			Tax on Interest:	5
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	9
				Additional Tax Liability:	0
				Total Excess Tax Liability:	9

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **R. Brown**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	237	Single Filer	MI	24	10
Taxes Paid:				24	10
Sum '00 to '17	237	Single Filer	MI	24	10
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	59			Tax on Interest:	6
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	10
				Additional Tax Liability:	0
				Total Excess Tax Liability:	10

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **R Byrd**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
Excess Tax on Backpay:				0	0
Incremental Tax on Backpay:					0
Total Excess Tax on Backpay:				0	
Interest on Backpay:	164				
Tax on Interest:				16	7
Incremental Tax on Interest:				4	
Total Excess Tax on Interest:				27	
Additional Tax Liability:				0	
Total Excess Tax Liability:				27	

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **C Cowan**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	5,019	Single Filer	MI	502	213
2018	4,782	Single Filer	MI	478	203
Taxes Paid:				502	213
Sum '00 to '18	5,019	Single Filer	MI	502	213
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	808			Tax on Interest:	81
				Incremental Tax on Interest:	19
				Total Excess Tax on Interest:	134
				Additional Tax Liability:	0
				Total Excess Tax Liability:	134

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **T Evans**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	237	Single Filer	MI	24	10
Taxes Paid:				24	10
Sum '00 to '17	237	Single Filer	MI	24	10
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	17			Tax on Interest:	2
				Incremental Tax on Interest:	0
				Total Excess Tax on Interest:	3
				Additional Tax Liability:	0
				Total Excess Tax Liability:	3

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **D Frazier**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	190	Single Filer	MI	19	8
Taxes Paid:				19	8
Sum '00 to '17:	190	Single Filer	MI	19	8
2019	0				
		Excess Tax on Backpay:		0	0
		Incremental Tax on Backpay:			0
		Total Excess Tax on Backpay:		0	
Interest on Backpay:	55				
		Tax on Interest:		6	2
		Incremental Tax on Interest:		1	
		Total Excess Tax on Interest:		9	
		Additional Tax Liability:		0	
		Total Excess Tax Liability:		9	

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **D Green**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	213	Single Filer	MI	21	9
Taxes Paid:				21	9
Sum '00 to '17	213	Single Filer	MI	21	9
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	39			Tax on Interest:	4
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	7
				Additional Tax Liability:	0
				Total Excess Tax Liability:	7

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **D Guinn**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	53			Tax on Interest:	5
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	9
				Additional Tax Liability:	0
				Total Excess Tax Liability:	9

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **H Hardy**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '18	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	16			Tax on Interest:	2
				Incremental Tax on Interest:	0
				Total Excess Tax on Interest:	3
				Additional Tax Liability:	0
				Total Excess Tax Liability:	3

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **R Harvey**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	237	Single Filer	MI	24	10
Taxes Paid:				24	10
Sum '00 to '17	237	Single Filer	MI	24	10
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	48			Tax on Interest:	5
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	8
				Additional Tax Liability:	0
				Total Excess Tax Liability:	8

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **F Johnson**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	190	Single Filer	MI	19	8
Taxes Paid:				19	8
Sum '00 to '17	190	Single Filer	MI	19	8
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	55			Tax on Interest:	6
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	9
				Additional Tax Liability:	0
				Total Excess Tax Liability:	9

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **M Mims**

Year	Taxable, Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	5,251	Single Filer	MI	525	223
2018	5,014	Single Filer	MI	501	213
Taxes Paid:				525	223
Sum '00 to '18	5,251	Single Filer	MI	525	223
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	687			Tax on Interest:	69
				Incremental Tax on Interest:	16
				Total Excess Tax on Interest:	114
				Additional Tax Liability:	0
				Total Excess Tax Liability:	114

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **T Piggee**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	1,693	Single Filer	MI	169	72
2018	1,504	Single Filer	MI	150	64
Taxes Paid:				169	72
Sum '00 to '18	1,693	Single Filer	MI	169	72

2019	0				
		Excess Tax on Backpay:		0	0
		Incremental Tax on Backpay:			0
		Total Excess Tax on Backpay:		0	

Interest on Backpay:	256				
		Tax on Interest:		26	11
		Incremental Tax on Interest:		6	
		Total Excess Tax on Interest:		43	
		Additional Tax Liability:		0	
		Total Excess Tax Liability:		43	

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **G Ross**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	12			Tax on Interest:	1
				Incremental Tax on Interest:	0
				Total Excess Tax on Interest:	2
				Additional Tax Liability:	0
				Total Excess Tax Liability:	2

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **K Shah**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	237	Single Filer	MI	24	10
Taxes Paid:				24	10
Sum '00 to '17	237	Single Filer	MI	24	10
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	17			Tax on Interest:	2
				Incremental Tax on Interest:	0
				Total Excess Tax on Interest:	3
				Additional Tax Liability:	0
				Total Excess Tax Liability:	3

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **Bruce Smith**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	47			Tax on Interest:	5
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	8
				Additional Tax Liability:	0
				Total Excess Tax Liability:	8

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **Bryan Smith**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	190	Single Filer	MI	19	8
Taxes Paid:				19	8
Sum '00 to '17	190	Single Filer	MI	19	8
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	14			Tax on Interest:	1
				Incremental Tax on Interest:	0
				Total Excess Tax on Interest:	2
				Additional Tax Liability:	0
				Total Excess Tax Liability:	2

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **A Sykes**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	53			Tax on Interest:	5
				Incremental Tax on Interest:	1
				Total Excess Tax on Interest:	9
				Additional Tax Liability:	0
				Total Excess Tax Liability:	9

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **D Tarver**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	237	Single Filer	MI	24	10
Taxes Paid:				24	10
Sum '00 to '17	237	Single Filer	MI	24	10
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	71			Tax on Interest:	7
				Incremental Tax on Interest:	2
				Total Excess Tax on Interest:	12
				Additional Tax Liability:	0
				Total Excess Tax Liability:	12

NLRB Backpay Calculation

Adjusted Taxes for Lump Sum Backpay

Case Name: **Ringo Services**
 Case Number: **07-CA-209485**
 Claimant: **K Williams**

Year	Taxable Income (Backpay)	Filing Status	State	Federal Tax	State Tax
2017	166	Single Filer	MI	17	7
Taxes Paid:				17	7
Sum '00 to '17	166	Single Filer	MI	17	7
2019	0				
				Excess Tax on Backpay:	0
				Incremental Tax on Backpay:	0
				Total Excess Tax on Backpay:	0
Interest on Backpay:	164			Tax on Interest:	16
				Incremental Tax on Interest:	4
				Total Excess Tax on Interest:	27
				Additional Tax Liability:	0
				Total Excess Tax Liability:	27

CASE NAME: Ringo Services
CASE NUMBER: 07-CA-209485

Attachment I

Claimant	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay + Expenses	Excess Tax	Total
Anderson, Maurice	\$ 165.92		\$ 639.54	\$ 805.46	\$ 8.89	\$ 814.35
Brown, Robbie	\$ 237.04		\$ 640.31	\$ 877.35	\$ 9.74	\$ 887.09
Byrd, Robert	\$ 165.92		\$ 2,341.13	\$ 2,507.05	\$ 27.31	\$ 2,534.36
Cowan, Cheryl D	\$ 9,800.31		\$ 2,334.31	\$ 12,134.62	\$ 134.23	\$ 12,268.85
Evans, Tony	\$ 237.04			\$ 237.04	\$ 2.81	\$ 239.85
Frazier, Debra	\$ 189.60		\$ 639.54	\$ 829.14	\$ 9.17	\$ 838.31
Green, Davida M	\$ 213.28		\$ 369.36	\$ 582.64	\$ 6.53	\$ 589.17
Guinn, Daryn	\$ 165.92		\$ 639.54	\$ 805.46	\$ 8.89	\$ 814.35
Hardy, Helen	\$ 165.92		\$ 60.00	\$ 225.92	\$ 2.70	\$ 228.62
Harvey, Robert L	\$ 237.04		\$ 480.00	\$ 717.04	\$ 8.00	\$ 725.04
Johnson, Frank E	\$ 189.60		\$ 639.54	\$ 829.14	\$ 9.17	\$ 838.31
Mims, Morris	\$ 10,265.74		\$ -	\$ 10,265.74	\$ 114.12	\$ 10,379.86
Piggee, Travis R	\$ 3,197.29		\$ 639.54	\$ 3,836.83	\$ 42.55	\$ 3,879.38
Ross, Gerald L	\$ 165.92		\$ -	\$ 165.92	\$ 1.97	\$ 167.89
Shah, Kumash	\$ 237.04			\$ 237.04	\$ 2.81	\$ 239.85
Smith, Bruce O	\$ 165.92		\$ 523.26	\$ 689.18	\$ 7.77	\$ 696.95
Smith, Bryan G	\$ 189.60			\$ 189.60	\$ 2.25	\$ 191.85
Sykes, Anthony	\$ 165.92		\$ 639.54	\$ 805.46	\$ 8.89	\$ 814.35
Tarver, Denise A	\$ 237.04		\$ 813.52	\$ 1,050.56	\$ 11.87	\$ 1,062.43
Williams, Kirkland	\$ 165.92		\$ 2,334.31	\$ 2,500.23	\$ 27.24	\$ 2,527.47
Local 324 Dues	\$ 4,341.09			\$ 4,341.09		\$ 4,341.09
Health Care	\$ 119,328.30			\$ 119,328.30		\$ 119,328.30
Pension Fund	\$ 114,283.30			\$ 114,283.30		\$ 114,283.30
Annuity Fund	\$ 38,094.43			\$ 38,094.43		\$ 38,094.43
Apprentice Fund	\$ 13,379.78			\$ 13,379.78		\$ 13,379.78
Total:	\$ 315,984.88	\$ -	\$ 13,733.44	\$ 329,718.32	\$ 446.90	\$ 330,165.22

The Charged Party will make appropriate withholdings from the backpay portion due to the named employee(s).
The Charged Party will **NOT WITHHOLD** from the interest, excess tax and expenses portion due.
The Charged Party will remit a separate check for interest, excess tax, and expenses.

NLRB Backpay Calculation

Attachment J

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: Local 324 Dues

11/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	167	1/				
2017	4	10/14	167					
2017	4	10/21	167					
2017	4	10/28	167					
2017	4	11/4	167					
2017	4	11/11	167					
2017	4	11/18	167					
2017	4	11/25	167					
2017	4	12/2	167					
2017	4	12/9	167					
2017	4	12/16	167					
2017	4	12/23	167					
2017	4	12/30	167					
2017	4	Total	2,171		2,171	-	-	2,171
2018	1	1/6	167					
2018	1	1/13	167					
2018	1	1/20	167					
2018	1	1/27	167					
2018	1	2/3	167					
2018	1	2/10	167					
2018	1	2/17	167					
2018	1	2/24	167					
2018	1	3/3	167					
2018	1	3/10	167					
2018	1	3/17	167					
2018	1	3/24	167					
2018	1	3/31	167					
2018	1	Total	2,171		2,171	-	-	2,171
Totals					4,341	-	-	4,341
Net Backpay (Withholdings)					4,341			
Expenses (No Withholdings)								-

Notes

1/ Total \$4,341.09 / 26 weeks

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NLRB Backpay Calculation

1

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: Pension Fund

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	4,396	1/				
2017	4	10/14	4,396					
2017	4	10/21	4,396					
2017	4	10/28	4,396					
2017	4	11/4	4,396					
2017	4	11/11	4,396					
2017	4	11/18	4,396					
2017	4	11/25	4,396					
2017	4	12/2	4,396					
2017	4	12/9	4,396					
2017	4	12/16	4,396					
2017	4	12/23	4,396					
2017	4	12/30	4,396					
2017	4	Total	57,142		57,142	-	-	57,142
2018	1	1/6	4,396					
2018	1	1/13	4,396					
2018	1	1/20	4,396					
2018	1	1/27	4,396					
2018	1	2/3	4,396					
2018	1	2/10	4,396					
2018	1	2/17	4,396					
2018	1	2/24	4,396					
2018	1	3/3	4,396					
2018	1	3/10	4,396					
2018	1	3/17	4,396					
2018	1	3/24	4,396					
2018	1	3/31	4,396					
2018	1	Total	57,142		57,142	-	-	57,142
Totals					114,283	-	-	114,283
Net Backpay (Withholdings)								114,283
Expenses (No Withholdings)								-

Notes

1/ \$4.50 * # hours worked for each ee. Total \$114,283.30 / 26 weeks.

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NLRB Backpay Calculation

1

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: Annuity Fund

10/1/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	4	10/7	1,465	1/				
2017	4	10/14	1,465					
2017	4	10/21	1,465					
2017	4	10/28	1,465					
2017	4	11/4	1,465					
2017	4	11/11	1,465					
2017	4	11/18	1,465					
2017	4	11/25	1,465					
2017	4	12/2	1,465					
2017	4	12/9	1,465					
2017	4	12/16	1,465					
2017	4	12/23	1,465					
2017	4	12/30	1,465					
2017	4	Total	19,047		19,047	-	-	19,047
2018	1	1/6	1,465					
2018	1	1/13	1,465					
2018	1	1/20	1,465					
2018	1	1/27	1,465					
2018	1	2/3	1,465					
2018	1	2/10	1,465					
2018	1	2/17	1,465					
2018	1	2/24	1,465					
2018	1	3/3	1,465					
2018	1	3/10	1,465					
2018	1	3/17	1,465					
2018	1	3/24	1,465					
2018	1	3/31	1,465					
2018	1	Total	19,047		19,047	-	-	19,047
Totals					38,094	-	-	38,094
Net Backpay (Withholdings)					38,094			
Expenses (No Withholdings)					-			

Notes

1/ \$1.50 per hour worked for each ee. Total \$38,094.43 / 26 weeks.

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NLRB Backpay Calculation

1

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

Claimant: Apprentice Fund

8/6/17-3/30/18

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2017	3	7/8						
2017	3	7/15						
2017	3	7/22						
2017	3	7/29						
2017	3	8/5						
2017	3	8/12						
2017	3	8/19						
2017	3	8/26						
2017	3	9/2						
2017	3	9/9	446	1/				
2017	3	9/16	446					
2017	3	9/23	446					
2017	3	9/30	446					
2017	3	Total	1,784		1,784	-	-	1,784
2017	4	10/7	446					
2017	4	10/14	446					
2017	4	10/21	446					
2017	4	10/28	446					
2017	4	11/4	446					
2017	4	11/11	446					
2017	4	11/18	446					
2017	4	11/25	446					
2017	4	12/2	446					
2017	4	12/9	446					
2017	4	12/16	446					
2017	4	12/23	446					
2017	4	12/30	446					
2017	4	Total	5,798		5,798	-	-	5,798
2018	1	1/6	446					
2018	1	1/13	446					
2018	1	1/20	446					
2018	1	1/27	446					
2018	1	2/3	446					
2018	1	2/10	446					
2018	1	2/17	446					
2018	1	2/24	446					
2018	1	3/3	446					
2018	1	3/10	446					
2018	1	3/17	446					
2018	1	3/24	446					
2018	1	3/31	446					
2018	1	Total	5,798		5,798	-	-	5,798

NLRB Backpay Calculation

Case Name: Ringo Services

Case Number: 07-CA-209485

Backpay period:

8/6/17-3/30/18

Claimant: Apprentice Fund

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					13,380	-	-	13,380
Net Backpay (Withholdings)								13,380
Expenses (No Withholdings)								-

Notes

1/ \$0.50/hour worked for all ees. \$13379.78 total / 30 weeks.

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