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February 4, 2014

Steven J. Sorensen, Resident Officer
National Labor Relations Board
Region 21
888 S. Figueroa St., Ninth Floor
Los Angeles, CA 90017-5449

Re: IBEW Local No. 569
(Rosendin Electric, Inc.)
NLRB Case 21-CD-120378

Dear Mr. Sorensen:

This letter responds to your email dated January 30, 2014 wherein the Region requests further information regarding matters raised by the other parties. The following is the Laborers' response to those inquiries:

A. The Laborers Do Not Claim The Installation of Solar Photovoltaic Panels.

The Employer has attempted to create competing claims where none have existed or exist. The Laborers again repeats its position that it has not claimed the work assignment of installation of photovoltaic panels. The Employer lists three separate events in which the Laborers allegedly have disputed the assignment concerning the installation of photovoltaic panels. The Laborers unequivocally deny that they made representations demanding the assignment of the installation of photovoltaic panels. And even assuming for the sake of argument that anything said by the Laborers could be construed as a claim for this work in the past, as we stated in our letter of January 27, 2014, the Laborers disclaim the assignment of this work, if any remains of this Project. Where a party has made a disclaimer and has not acted inconsistently with that disclaimer, the Region does not conduct a hearing pursuant to section 10(k) of the Act. *Local 1396, Painters*, 246 NLRB 442 (1979); *Sheet Metal Workers Local 464*, 198 NLRB 1245 (1972); NLRB Casehandling Manual, Sec. 10212.

B. This Charge Is Moot As The Project Will Soon Be Completed.

The Project, including the installation of solar photovoltaic panels, is estimated to be completed by mid-February, and therefore this matter is moot. In response to the Region's request as to the source of the Laborers' estimated Project conclusion date, Michael Dea, Local 1184's Business Agent has had discussions with Cathy Snow, the Regional Labor Relations Officer of Abengoa, the EPC Contractor for the Project, that the Project and any installation of photovoltaic panels will be concluded shortly. This was confirmed again on January 31, 2014, in a telephone conversation between Michael Dea and Cathy Snow in which she estimated that work on the Project, including the installation of solar panels, will be concluded no later than February 15, 2014. Because the Project will be completed shortly, the Region should dismiss the complaint as moot.

C. This Charge Is Moot as the Project Will Soon Be Completed.

As noted in the Position Statement, assuming arguendo that there is a jurisdictional dispute, an agreed-upon method does exist to resolve the dispute, namely the Plan. In response to the Region's request for further documentation which shows that the Laborers, IBEW, NECA and Rosendin Electric are bound to the Plan, I have attached a copy of the Plan.¹ (See Exhibit "A.") The Preamble to the Plan states:

This Agreement is entered into by and among the Building and Construction Trades Department, AFL-CIO, on behalf of its constituent National and International Unions and their affiliated local unions (referred to hereinafter as the Department) and the Employer Associations signatory to this Agreement (referred to hereinafter as the Employer Associations).

The IBEW and Laborers, including their affiliated local unions, are bound to the Plan as both International Unions are affiliated with the Building and Construction Trades Department ("BCTD"). Attached as Exhibit "B" is a print out of BCTD Affiliates, among whom IBEW and LiUNA are named. NECA, the bargaining representative for Rosendin, is also bound to the Plan, having signed the Plan on page 38. Rosendin Electric, as a member of NECA, is also bound to the Plan.

There is no doubt that Rosendin Electric is a member of NECA. On August 20, 2013, the Laborers sent correspondence to Rosendin Electric requesting: 1) copies of all current collective bargaining agreements between the Company and IBEW in Southern California; and 2) for each IBEW Agreement that the Company was bound to, the Laborers requested that the Company indicate whether it is bound through its membership in NECA or as an individual Employer.

¹ The entire Plan, including its Procedural Rules and Regulations, can be found on the internet at the following link: <http://www.bctd.org/BCTD/media/Files/Plan-for-the-Settlement-of-Jurisdictional-Disputes---Effective-May-1,-2011.pdf>

(See August 20, 2013 letter to Rosendin Electric from John Smith, attached as Exhibit "C.") In response, Rosendin Electric sent correspondence on September 18, 2013 attaching all current collective bargaining agreements between Rosendin Electric and IBEW, and stating that it is bound to the IBEW agreements *through its membership with NECA*. (See September 18, 2013 letter to John Smith from Bobbi Jayne, attached as Exhibit "D.")

Article V, Section 1 of the Plan provides, in part:

When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or *the Employer directly affected by the dispute or the signatory Employer Association representing such Employer shall notify the Administrator* in writing, with copies to the other parties to the dispute. (Emphasis added).

Article V then sets forth the agreed upon procedure for resolving jurisdictional disputes. Since all three parties are bound to the Plan, it is clear that any jurisdictional dispute between the parties should be resolved in that forum.

CONCLUSION

Based on the foregoing, a Section 10(k) hearing is inappropriate. Please feel free to contact me if you have any questions or concerns.

Sincerely,



Shirley A. Lee
of REICH, ADELL & CVITAN

SL/mc
Attachments

EXHIBIT A

Plan for the Settlement of Jurisdictional Disputes in the Construction Industry Including Procedural Rules and Regulations



**AGREEMENTS AND
DECISIONS RENDERED
AFFECTING THE
BUILDING INDUSTRY**

COVERING the U.S. and CANADA

Approved by the Building and
Construction Trades Department, AFL-
CIO

June 1984 As Amended Through
May 2011

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PLAN FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES IN THE CONSTRUCTION INDUSTRY

PREAMBLE

This Agreement is entered into by and among the Building and Construction Trades Department, AFL-CIO, on behalf of its constituent National and International Unions and their affiliated local unions (referred to hereinafter as the Department) and the Employer Associations signatory to this Agreement (referred to hereinafter as the Employer Associations).

The parties to this Agreement dedicate their efforts to improving the construction industry by providing machinery for the handling of disputes over work assignments without strikes or work stoppages thus stabilizing employment in the industry at the same time increasing both its efficiency and capacity to furnish construction services to the public at reasonable cost.

ARTICLE I

SCOPE OF APPLICATION

The procedures shall be available to resolve jurisdictional disputes between and among Employers and Unions engaged in the building and construction industry.

ARTICLE II

STIPULATION REQUIREMENTS

Sec. 1. In order to process Impediment to Job Progress disputes pursuant to Article III of the Procedural Rules and Regulations and Article VI of the Plan, all parties to the dispute must be stipulated to the Plan.

(a) A Union may become stipulated to the Plan by virtue of its affiliation with the Department or its National or International Union's affiliation with the Department, a signed a stipulation form setting forth that it is willing to be bound by the terms of the Plan or a provision in a collective bargaining agreement.

(b) An Employer may become stipulated to the Plan by virtue of its membership in a stipulated association of employers with authority to bind its members, a signed stipulation form setting forth that it is willing to be bound by the terms of the Plan or a provision in a collective bargaining agreement.

Sec. 2. Stipulation shall not be required in order to process jurisdictional disputes pursuant to Article V, requests for determination of changes of original assignment pursuant to Article I of the Procedural Rules and Regulations and requests for the issuance of directives pursuant to Article IX of the Procedural Rules and Regulations, except that the moving party must be stipulated to the Plan.

ARTICLE III
JOINT ADMINISTRATIVE COMMITTEE

Sec. 1. There shall be established a Joint Administrative Committee (hereinafter referred to as the "JAC"), to oversee the operation of the Plan.

Sec. 2. The JAC representing the Department and the signatory Employer Associations shall consist of eight (8) voting members, four (4) nominees from the Department and four (4) from the Employer Associations. There shall be a Chairman and a Vice-Chairman of the JAC. The Chairman shall be the President of the Department. The Vice-Chairman shall be designated by the signatory Employer Associations. The Chairman and the Vice-Chairman shall be non-voting members of the Committee.

Sec. 3. The JAC shall appoint two Administrators of the Plan. One Administrator shall handle all matters arising in the United States. The second Administrator shall handle all matters arising in Canada. References to the Administrator in this Agreement and the Procedural Rules and Regulations shall mean the appropriate U.S. or Canadian Administrator. The Administrators shall be compensated at a rate and under terms to be established by the JAC.

Sec. 4. The Administrator shall be responsible for disbursement of the funds, shall keep the books of the Plan and submit to the parties to the Agreement a quarterly financial statement; shall provide for an annual audit of the books by a certified public

accountant and shall prepare annually a proposed budget of the necessary expenses of the Plan for the following twelve (12) months and submit same to the JAC for approval. The total amount of the budget, when approved, shall be subscribed annually in advance, 50 percent by the Department and 50 percent by the signatory Employer Associations. All expenditures shall be within the approved budget. In order to assure adequate funding of the Plan, the JAC, may establish a schedule of fees to be charged to parties wishing to utilize the services of the Plan but who are not affiliated with one of the organizations signatory to this Agreement.

ARTICLE IV RULES AND REGULATIONS

Sec. 1. The Administrator shall adapt his operations to assure that all cases submitted shall be disposed of as expeditiously as possible.

Sec. 2. The Administrator, with the prior approval of the JAC, shall establish such procedural regulations and administrative practices as may be required for the effective administration of this Agreement, provided such regulations and practices are consistent with the expressed terms of this Agreement.

Sec. 3. The JAC shall have the power to revise the procedural regulations and administrative practices of the Administrator. The Administrator shall promptly notify all parties to the Plan of any revisions in the procedural or administrative practices.

Sec. 4. The Administrator shall keep records of disputes and decisions and develop such statistical and operational information as may be of value to the JAC. The Administrator shall from time to time make recommendations to the JAC for changes in the Procedural Rules and Regulations or provisions of the Plan which will strengthen and improve the effectiveness of the Plan.

Sec. 5. It shall be the duty of the Administrator to process cases of jurisdictional disputes in the Building and Construction Industry when disputes are referred to him by any of the National and International Unions involved in the dispute, or an Employer directly affected by the dispute on the work in which he is engaged or by the signatory Employer Association representing such Employer.

Sec. 6. If any party is not stipulated to the Plan, any of the National or International Unions involved in a dispute may file a statement with the Plan Administrator indicating that, if all parties had been stipulated to the Plan, the Union would have filed a jurisdictional dispute pursuant to Article V of the Plan. The notice shall include the unions involved, a description of the work in dispute, the name and location of the project, the name of the responsible contractor, the assignment that was made by the contractor and which of the Article V, Section 8, criteria the Union contends supports its claim to the work. The Plan Administrator shall compile a list of such statements and distribute it to the parties to the Plan monthly.

Sec. 7. In the interest of expediting resolutions of jurisdictional disputes, the Administrator shall undertake to keep a record of decisions involving the same type of dispute and involving the same trades and report such record quarterly to the JAC.

ARTICLE V

RESOLUTION OF JURISDICTIONAL DISPUTES

Sec. 1. When a dispute over an assignment of work arises, the National or International Union challenging the assignment, or the Employer directly affected by the dispute or the signatory Employer Association representing such Employer shall notify the Administrator in writing, with copies to the other parties to the dispute. The notice shall include a statement whether representatives of the National and International Unions have met or attempted to meet with the local parties to attempt to resolve the matter. For disputes in the United States, if the National and International Unions involved in the dispute voluntarily agree to mediation, the notice shall so advise the Administrator. The mediation may be used in lieu of the meeting of the International Representatives.

Sec. 2. Upon receipt of said notice, the Administrator or his designee shall notify within two (2) days by facsimile or other electronic means all directly affected National and International Unions and employers that a dispute exists between the local parties. The Administrator shall also provide notice of the dispute to all other National

and International Unions party to this Agreement. At the same time, if the National and International Unions involved in a dispute in the United States have consented to voluntary mediation, the Administrator shall contact the Federal Mediation and Conciliation Service and request the appointment of a mediator to assist the parties in the local area in settling the dispute. The mediator shall have three (3) days from the date the matter is referred by the Administrator to mediate the dispute. The mediator shall submit by facsimile or other electronic means a report to the parties and the Administrator indicating whether the dispute has been resolved no later than the end of the three (3) day period. The report of the mediator shall not be submitted to a Plan Arbitrator.

Sec. 3. If the respective National and International Unions of the disputing locals and the directly affected Employer are unable to resolve the dispute, any of the directly affected parties may request arbitration of the dispute, within five (5) days, from the date the matter is referred by the Administrator, by filing a notice to arbitrate with the Administrator, with copies to all directly affected parties. The Administrator will only honor a request to submit the matter to arbitration prior to the expiration of the five (5) day period if the requesting party has demonstrated that the International Representatives have met or attempted to meet with the local parties to resolve the matter or have been through the mediation process set forth in Section 2.

Sec. 4. Upon receipt of said notice, the Administrator shall send to all directly affected parties a list of impartial arbitrators knowledgeable

about the construction industry, chosen by the JAC.

Sec. 5. The directly affected National and International Unions and the responsible contractor(s) will each have three days in which to cross off the name of one arbitrator to which it objects, number the remaining names to indicate the order of preference and return the list to the Administrator. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on each party's list, and in accordance with the designated order of mutual preference, the Administrator shall notify the parties of the arbitrator selected. If the parties are unable to select an arbitrator, the Administrator shall appoint the arbitrator.

Sec. 6. Upon his selection the Arbitrator, with the assistance of the Administrator, shall set and hold a hearing within seven (7) days. The Administrator shall notify the employer and the appropriate National and International Unions and Employer Associations by facsimile or other electronic means of the place and time chosen for the hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator. A failure of any party or parties to attend said hearing without good cause, as determined by the Administrator, shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

Sec. 7. The Arbitrator shall issue his decision within three (3) days after the case has been closed. The

decision of the Arbitrator shall be final and binding on all parties to the dispute.

Sec. 8. In rendering his decision, the Arbitrator shall determine:

(a) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;

(b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and

(c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Sec. 9. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades except as provided for in the Decision of Record.

Sec. 10. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator, except that a party may seek back pay or damages for the period of non-compliance with an Arbitrator's decision from any party that fails to comply with such decision within seven business days of the issuance of the Arbitrator's decision.

Sec. 11. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the arbitrator if all parties are stipulated to the Plan, otherwise as determined by the Arbitrator. An administrative fee, in accordance with the fee schedule established by the JAC, shall be paid to the Plan by any party that is not affiliated with one of the organizations signatory to this Agreement.

Sec. 12. Any party to a dispute that has been arbitrated that believes the Arbitrator failed to address the established criteria of Article V, Section 8, may request the JAC to consider an appeal. No appeal may be processed unless the Arbitrator's decision has been implemented.

Sec. 13. A request to consider an appeal from a final decision of a Plan Arbitrator shall be filed with the Administrator, with copies to the other parties to the dispute, within five days of the date the Administrator transmitted the Arbitrator's decision. The request to consider an appeal shall include a copy of the Arbitrator's decision being appealed and a statement describing the basis of the claim that the Arbitrator failed to address the established criteria of Article V, Section 8. The other parties to the dispute shall have three days to submit to the Administrator, with copies to the other parties, a response to the request for appeal.

Sec. 14. Once the submissions of the parties are complete, the Administrator shall distribute copies of the appeal to the members of the JAC that are not parties to the dispute. Within five days from receipt of the submissions, each member of the JAC shall notify the Administrator whether the appeal should be heard. If a majority of the JAC does not wish to consider the appeal, the decision of the Arbitrator shall be final and binding. If a majority of the JAC members believes the appeal has merit, the Administrator shall arrange for a meeting of the JAC, which may be by telephone conference, to consider the appeal. The sole issue to be considered on appeal is whether the Arbitrator failed to

address the established criteria of Article V, Section 8.

Sec. 15. If the JAC determines that the Arbitrator failed to address the established criteria of Article V, Section 8, it shall remand the case to the Administrator to process for a hearing before a new Plan Arbitrator.

ARTICLE VI CONTINUATION OF WORK

Sec. 1. During the existence of this Agreement, there shall be no strikes, work stoppages or picketing arising out of any jurisdictional dispute. Contractors and subcontractors shall make work assignments in accordance with Article I of the Procedural Rules and Regulations. Members of National and International Unions and their Local affiliates stipulated to the Plan shall continue to work on the basis of their original assignment.

Sec. 2. Recognizing that it is in the best interests of the parties to this Agreement, the Department, on behalf of itself and the General Presidents of each of the National and International Unions stipulated to the Plan reaffirm their desire to eliminate work stoppages, slowdowns and other impediments to job progress and their intent to comply with the provisions of the Plan prohibiting jurisdictional strikes and agree to enforce these provisions by direction and action of their respective National or International offices. In the event of a work stoppage, slowdown or other impediment to job progress, the employer or National or International Union may take the following course

of action:

(a) The employer or National or International Union shall notify the Administrator or his designee of the alleged breach of this Article. Notice to the Administrator shall be by the most expeditious means available, with simultaneous notice by facsimile or other electronic means to the party alleged to be in violation and the involved employer and National or International Union President(s). The employer will immediately use its best efforts to cease any violation of this article. The International President(s) will immediately instruct, order and use the best efforts of his office to cause the local union or unions to cease any violation of this article. A National or International Union complying with this obligation shall not be liable for unauthorized acts of its local union.

(b) Upon receipt of said notice, the Administrator or his designee shall select an arbitrator from a panel of arbitrators chosen by the JAC.

(c) Upon his selection, the Arbitrator shall hold a hearing within 24 hours if it is contended that the violation still exists.

(d) The Arbitrator, with the assistance of the Administrator, shall notify the employer, the local union(s) and the appropriate National or International Union(s) and Employer Association(s) by facsimile or other electronic means of the place and time he has chosen for this hearing. Said hearing shall be held in Washington, D.C. or, for a dispute arising in Canada, in Eastern, Central or Western Canada as determined by the Administrator, and shall be

completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of a decision by the Arbitrator.

(e) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such decision shall be served on all parties by facsimile or other electronic means upon issuance.

(f) Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

ARTICLE VII ENFORCEMENT

Sec. 1. When the JAC has determined that an Employer or National or International Union is in violation of this Agreement, such Employer or National or International Union shall be denied a representative on any committee established by this Agreement and shall also be denied the right to process a case during the period

of violation.

Sec. 2. Any decision or interpretation rendered by an arbitrator shall be immediately accepted and complied with by all parties subject to this Agreement. If a party fails to accept and comply with a decision or interpretation rendered by an arbitrator or a ruling of the Administrator or the JAC, any party to the dispute may seek court enforcement of the decision or ruling.

(a) At the election of the party seeking enforcement, an Arbitrator's decision or a ruling of the Administrator or the JAC may be enforced in the United States District Court for the District of Columbia or any other court which has jurisdiction of the parties. All parties signatory or stipulated to this agreement consent to the jurisdiction of the United States District Court for the District of Columbia. For a dispute arising in Canada, an Arbitrator's decision or a ruling of the Administrator or the JAC may be enforced in the appropriate Canadian court.

(b) Any rights created by statute or law governing arbitration proceedings which are inconsistent with this Agreement or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

(c) A party seeking enforcement of an Arbitrator's decision or ruling of the Administrator or JAC due to the failure of another party to abide by the decision or ruling shall be reimbursed by the party failing to abide by the decision or ruling for any attorneys' fees, court costs and expenses incurred, in addition to any back

pay or damages sought pursuant to Article V, Section 10.

ARTICLE VIII LOCAL BOARDS

Sec. 1. In any community or locality where a plan for the settlement of jurisdictional disputes has been recognized by the Department, it shall be used in the first instance to bring about an agreement, settlement or decision. However, any such local settlement, agreement or decision may be appealed by any of the involved parties in accordance with Section 2 and 3 of this Article.

Sec. 2. The Administrator is empowered to refer to arbitration, in accordance with Article V, Sections 5-10, any appeal from a decision or ruling of a Local Board recognized under Section 1. The authority of the Administrator to refer a case to arbitration shall be discretionary. The Administrator is authorized, subject to the prior approval of the JAC, to prescribe rules as to the types of cases he will refer to arbitration.

Sec. 3. The Administrator shall have the authority to establish such procedural regulations and administrative practices as may be required for the effective administration of this appeals procedure, subject to the prior approval of the JAC.

ARTICLE IX
OBLIGATIONS OF THE PARTIES

Sec. 1. Each Employer agrees that all cases, disputes or controversies involving jurisdictional disputes or assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with the decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder.

Sec. 2. Each Union agrees that all cases, disputes or controversies involving jurisdictional disputes or assignments of work arising under this Agreement shall be resolved as provided herein, and shall comply with the decisions and rulings of the Administrator, the JAC, arbitrators or National Arbitration Panels established hereunder. Each Union agrees that the establishment of picket lines and/or the stoppage of work by reason of an Employer's assignment of work are prohibited.

Sec. 3. The Administrator shall send a monthly report to the parties to this Agreement setting forth all information on jurisdictional disputes for that month. The report should include the location and job where the dispute occurred, the parties involved, the subject of the dispute and shall indicate whether any stoppage occurred or picket lines were established.

ARTICLE X

NATIONAL ARBITRATION PANEL

Sec. 1. National Arbitration Panels shall be established hereunder and shall be composed of three arbitrators, knowledgeable in the construction industry, appointed by the JAC.

Sec. 2.

(a) The JAC shall meet quarterly and among its other duties and responsibilities it shall, at each meeting, review the record of disputes filed with the Administrator and in particular shall review the record of decisions involving the same trades as submitted by the Administrator in accordance with Article IV, Section 6 hereof.

(b) A dispute will be declared repetitive by the JAC when in its judgment such dispute is disruptive to the industry or seriously jeopardizes the operational integrity of the Plan. All parties to the Plan may bring a dispute to the JAC for such determination. The JAC will develop such criteria and guidelines to determine what constitutes a repetitive dispute. The JAC will issue a written report to the party or parties who have requested a decision from the JAC involving the dispute referred for such consideration. The written report will be timely and reflect the circumstances and criteria used by the JAC to determine whether or not said dispute is in fact considered repetitive.

(c) In the event the JAC declares a dispute to be

repetitive, the JAC shall refer the matter to the National and International Unions involved for a period of not more than 90 days during which time the Unions shall consult with the Employer Associations who represent Employers who have responsibility for that type of work. The Unions shall endeavor to reach a national agreement governing future jurisdiction. The Administrator shall assist the Unions and may appoint a mediator to facilitate settlement. If an agreement is reached, it shall be attested to by the Administrator and shall serve as a criterion for decisions in future disputes. Should the National and International Unions fail to reach an agreement within 90 days, the Administrator shall refer the dispute to a National Arbitration Panel.

Sec. 3. In any case to go to a National Arbitration Panel, the Administrator shall notify all General Presidents of National and International Unions affiliated with the Department and the signatory Employer Associations stating the controversy to be considered. Only directly affected parties as determined by the JAC shall be allowed to intervene. Thirty days notice shall be given of the date set for the hearing. Briefs shall be submitted and exchanged by all parties to the dispute at least ten days prior to the hearing date.

Sec. 4. The National Arbitration Panel shall in every instance consider all pertinent evidence, including the criteria set forth in Article V, Section 8, and shall render a decision, if possible, within ten (10) days after the conclusion of the hearings. Copies of the National Arbitration Panel's decision shall be sent to

all parties signatory to this Agreement.

Decisions of the National Arbitration Panel shall be immediately recognized under the provisions of the Constitution of the Department. Decisions of the National Arbitration Panel shall be immediately accepted and complied with by the disputing unions.

Sec. 5. In the event any party to a dispute fails to present its case within the stated time, the National Arbitration Panel shall, nevertheless, proceed with the case and make its decision on the basis of the evidence presented.

ARTICLE XI

TECHNOLOGICAL CHANGES

Sec. 1. The JAC shall establish a standing Technological Change Committee. The Committee shall concern itself with technological changes in the building and construction industry as they affect the jurisdiction of the various unions in the building and construction industry. The Committee shall consist of ten members from the Building and Construction Trades Department and ten members from the signatory Employer Associations, respectively. The Committee shall select a chairman and a secretary.

Sec. 2. The Committee is authorized to establish subcommittees provided that there is equal representation of labor and management on each subcommittee. Each subcommittee shall elect a chairman and a secretary.

Sec. 3. The Committee shall study existing

methods of construction and procedures as they relate to technological changes in the industry and make recommendations to the JAC. The Committee may refer particular items to the crafts concerned who may establish committees to determine craft jurisdiction and report their decisions to the Department and the signatory Employer Associations.

Sec. 4. The Committee shall submit a report of its activities, including reports from any subcommittees, quarterly to the JAC.

ARTICLE XII

NATIONAL AGREEMENTS REGARDING JURISDICTION

Sec. 1. When national agreements regarding jurisdiction between National or International Unions have been negotiated, immediate notice of such agreements shall be given to the appropriate management groups. Prior consultation with such groups regarding the making of agreements between National or International Unions is desirable and should be carried on.

Sec. 2. National agreements entered into and properly signed by disputing National or International Unions shall be filed with the Administrator and attested by the Administrator. Such national agreements shall take effect prospectively and shall not apply to jobs in process at the time of execution. "Jobs in process" means any construction contract upon which the date for

submission of bids or proposals has passed.

ARTICLE XIII
EFFECTIVE DATE, TERMINATION, CHANGE
AND WITHDRAWAL

Sec. 1. This Agreement shall take effect on January 1, 2009, and shall remain in force and effect until December 31, 2009, and shall continue in effect for each year thereafter unless terminated as provided for herein. Changes or amendments to this Agreement may be made as provided for herein.

Sec. 2. If either the Department or any signatory Employer Association desires to change or terminate this Agreement it shall notify the other party in writing at least ninety (90) days before the anniversary date of this agreement. When notice for change is given, the nature of the changes desired must be specified in the notice. This Agreement shall be subject to change at any time by mutual consent of the parties hereto.

Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE BUILDING AND CONSTRUCTION
TRADES DEPARTMENT, AFL-CIO

MARK H. AYERS
President

FOR THE EMPLOYER ASSOCIATIONS

North American Contractors Association
IZ CAKRANE

National Electrical Contractors Association
JOHN M. GRAU

Mechanical Contractors Association of America, Inc.
JOHN McNERNEY

The Association of Union Constructors
STEPHEN R. LINDAUER

*Sheet Metal and Air Conditioning Contractors
National Association*
DEBORAH WYANDT

EXHIBIT B

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Building & Construction Trades Department

Value On Display. Every Day.

Friday, January 31, 2014

Affiliates

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

Members of the Iron Workers assemble and erect steel framework and other metal parts in buildings and on bridges, dams, skyscrapers, factories and other steel structures. They raise, place and join steel girders and columns to form structural frameworks, including the welding for metal decking.

Headquarters:

1750 New York Avenue, NW
Washington, DC 20006
www.ironworkers.org



International Association of Heat and Frost Insulators and Allied Workers

Members of this union apply insulation to pipes, tanks, boilers, ducts, refrigeration equipment and other surfaces requiring thermal control of temperatures. The responsibilities of these mechanics, improvers and apprentices also include the manufacture, fabrication, assembling, molding, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosive control, testing and maintenance of



heat or frost insulation. Workers also handle insulation materials made of fiberglass, rubber, calcium silicate and urethane. Asbestos workers also do removal of asbestos containing material.

Headquarters:

9602 Martin Luther King Highway
Lanham, MD 20706
www.insulators.org

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

The Boilermakers are a diverse union of workers in construction, maintenance, manufacturing, professional emergency medical services, repair and related industries. Boilermakers build and repair ships, fishing boats, ferries, barges, cranes, boilers, tanks, pressure vessels, plate and structural fabrications among other things. These skilled workers often use acetylene torches, power grinders and other equipment for welding, burning, cutting, rigging, layout and bolting. It's hard work, and heavy lifting and dedication to the craft is required.



The Boilermakers union consists of 63 local lodges, 1 district lodge, and 1 national lodge.

Headquarters:

753 State Avenue
Kansas City, KS 66101
www.boilermakers.org

International Brotherhood of Electrical Workers

The IBEW represents workers in the electrical industry including construction, gas and electric utilities, telecommunications, railroads and government agencies. Construction and residential electricians work in all phases of the electrical construction and service industry. Their worksites ranges from single-family residences to state-of-the-art industrial plants. Inside wire workers may install and maintain conduits, switches and converters, as well as wire lighting, to complex systems incorporating computerization and high technology. Electricians work in the electric sign industry and increasingly perform more work in the installation of fiber optics and voice/data/video equipment.

**Headquarters:**

900 Seventh Street, NW
Washington, DC 20001
www.ibew.org

International Brotherhood of Teamsters

The Teamsters represent 1.4 million working men and women in virtually every occupation throughout the United States and Canada - including many in the construction industry.

Two-thirds of Teamsters members work in one of five divisions: Warehouse, Parcel, Freight, Public Employees and Industrial Trades. The Public Employees sector is the union's fastest-growing division.



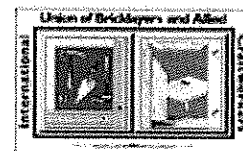
Teamsters members are also spread out geographically. The largest concentrations of Teamsters are in the regions in the Central and Eastern states.

Headquarters:

25 Louisiana Avenue, NW
Washington, DC 20001
www.teamster.org

International Union of Bricklayers and Allied Craftworkers

BAC represents all skilled trowel trades workers, including bricklayers, tile setters, plasterers, cement masons, marble masons, restoration workers, and terrazzo and mosaic workers. Their work can be seen on many buildings, homes, stadiums, monuments and landmarks throughout the United States and Canada.



BAC craftworkers routinely demonstrate their talents at trade shows, Union Industries Shows, and apprentice contests. Members belong to roughly 155 Locals in the United States and Canada.

Headquarters:

620 F Street, NW
Washington DC 20004
www.bacweb.org

International Union of Elevator Constructors

Elevator Constructors The IUEC represent the most qualified and trained elevator constructors in the world. Members assemble, install and replace elevators, escalators, dumbwaiters, moving walkways and similar equipment in new and old buildings. Elevator constructors also maintain and repair this equipment once it is in service, as well as modernize older equipment.



Headquarters:

7154 Columbia Gateway Drive
Columbia, MD 21046
www.iuec.org

International Union of Painters and Allied Trades

IUPAT members work in one or more of several crafts: painting, wallpaper hanging, glazing (glass work), drywall and taping, floor covering, and sign and display work.

Painters and paperhangers work in industrial, commercial and residential settings, from bridges and ships to interior walls of office buildings and homes. Drywall finishers tape, fill in and smooth seams in sheets of drywall. Glaziers prepare and install various kinds of glass, mirrors, metal framing and doors/entrances to buildings. Floor coverers work with resilient floors, as well as carpet and decorative coverings. Exterior sign and display work, like billboards, is another choice. Other types of work are convention display and show decorators.



Headquarters:

7234 Parkway Drive
Hanover, MD 21076
www.iupat.org

Laborers' International Union of North America

LIUNA!

LIUNA—the Laborers' International Union of North America—is the most progressive, aggressive and fastest-growing union of construction workers, and one of the most diverse and effective unions representing public service employees.

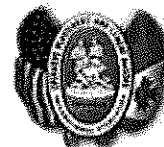
LIUNA members are on the forefront of the construction industry – a sector that is a powerhouse of 12 million workers producing 5 percent of our countries' economic output.

Headquarters:

905 16th Street, NW
Washington, DC 20006
www.liuna.org

Operative Plasterers' and Cement Masons' International Association of the United States and Canada

OPCMIA members represent skilled plasterers, cement masons, shophands and associated members. Plasterers finish interior walls and ceilings of buildings, apply plaster on masonry, metal, wirelath or gypsum.



Bridges, canals, dams, reservoirs, roads and many other engineering feats would be impossible without the skills of OPCMIA cement masons. Cement masons are responsible for all concrete construction, including pouring and finishing of slabs, steps, wall tops, curbs and gutters, sidewalks, paving and other concrete construction.

OPCMIA members belong to 100 local unions, 4 district councils, 17 state conferences, and 3 provincial conferences.

Headquarters:

11720 Beltsville Drive, Suite 700
Beltsville, MD 20705
Ph: (301) 623-1000
Fax: (301) 623-1032
www.opcmia.org

Sheet Metal Workers' International Association

SMWIA members work in several industries. Sheet metal workers fabricate, install and service heating, venting, and air conditioning systems; blowpipe and industrial systems; metal roofing; coping and flashing; and stainless steel work for restaurants, kitchens and hospitals. They prepare shop and field drawings manually and with computer programs. Members also provide HVAC/R service.

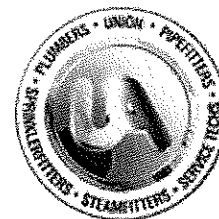


Headquarters:

1750 New York Avenue, NW
Washington, DC 20006
www.smwia.org

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada

UA is a multi-craft union that represents plumbers and pipe, sprinkler, and refrigerator fitters, as well as service technicians. All of these jobs require the installation, remodeling or maintenance of systems that carry water, steam, air and other liquids or gases necessary for sanitation, industrial production, heating and air conditioning, and many other uses. Workers measure, cut, and bend pipe, as well as weld, braze, caulk, solder, glue or thread joints at residential and commercial job sites.



Headquarters:

Three Park Place
Annapolis, MD 21401
Phone: (410) 269-2000
Fax: (410) 267-0262
www.ua.org

United Union of Roofers, Waterproofers and Allied Workers

Members of the Roofers union install new roofs and remove old roofs using a variety of materials. Roofers install hot built-up and single-ply roofing systems on mostly commercial/industrial structures. Waterproofers install moisture-resistant products on below-grade structures and other surfaces to prevent water intrusion into buildings. The work is performed in all weather conditions. Members also operate a variety of mechanical and electrical equipment associated with the installation of roofing and waterproofing products.



The union includes 78 locals and 11 district councils.

Headquarters:

1660 L Street, NW, Suite 800
Washington, DC 20006
www.unionroofers.com

International Union of Operating Engineers

The International Union of Operating Engineers (IUOE) is a progressive, diversified trade union that primarily represents operating engineers, who work as heavy equipment operators, mechanics, and surveyors in the construction industry, and stationary engineers, who work in operations and maintenance in building and industrial complexes, and in the service industries. IUOE also represents nurses and other health industry workers, a significant number of public employees engaged in a wide variety of occupations, as well as a number of job classifications in the petrochemical industry



International Union of Operating Engineers

1125 17th St. NW, Washington, DC 20036
Phone: (202) 429-9100 Fax: (202) 778-2613
www.iuoe.org

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- [Building & Construction Trades Department Staff](#)
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- [Interactive Training Capacity Map](#)

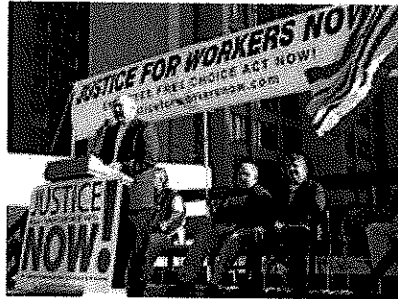


EXHIBIT C

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

AFFILIATED WITH A. F. OF L. AND C.I.O.

LOCAL No. 1184

RIVERSIDE AND IMPERIAL COUNTIES

WILLIAM G. SMITH
PRESIDENT

1128 E. LA CADENA DRIVE
RIVERSIDE, CALIFORNIA 92507
951 / 684-1484 • FAX 951 / 779-1445

JOHN L. SMITH
BUSINESS MANAGER



August 20, 2013

Rosendin Electric
880 Mabury Rd.
San Jose, CA 95133

Re: Request for Information and Documents

Dear Mr. Thompson:

Rosendin Electric and the Southern California District Council of Laborers and its affiliated Local Unions are bound to the Laborers Southern California Master Labor Agreement ("Laborers MLA"). This Local Union is investigating whether your Company has violated the Laborers MLA by not hiring employees from this Local Union's hiring hall and employing them under the terms of the Laborers MLA.

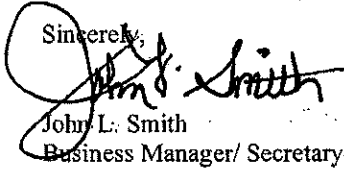
We understand that you may be signatory to a collective bargaining agreement with the IBEW and claim that some of the work covered by the Laborers MLA is also covered and assigned to workers under the IBEW Agreement. If this is the case, and so we can determine the merits of a potential claim, we request that you furnish within the ten (10) days of the date of this letter, the following information and documents:

- 1 Copies of all current collective bargaining agreements between your Company and the IBEW in Southern California.
- 2 For each IBEW Agreement that you are bound to, please indicate whether your Company is bound through its membership in NECA, or whether you are bound as an individual employer.

The above referenced information and documents are necessary to this Local Union's investigation of a claim against your Company under the Laborers MLA. As such, you are required to produce the requested information and documents as part of your obligation to bargain in good faith with the Laborers Union under the National Labor Relations Act. A refusal to produce the information and documents would constitute an unfair labor practice under section 8(a) (5) of the Act.

Thank you for your anticipated cooperation. We look forward to receiving this information within ten (10) days of the date of this letter.

Sincerely,


John L. Smith

Business Manager/ Secretary-Treasurer

JLS:cmu

EXHIBIT D

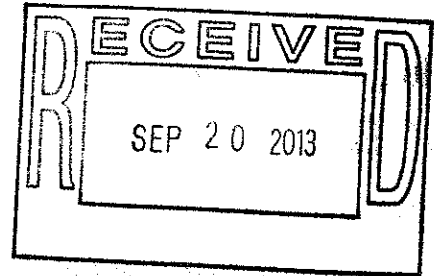


880 Mabury Road
San Jose, CA 95133
T: 408.286.2800
F: 408.808.1932

AHEAD OF THE CURRENT™
www.rosendin.com

September 18, 2013

John L. Smith
Laborers' International Union of North America
Local No. 1184
Riverside and Imperial Counties
1128 E. La Cadena Drive
Riverside, CA 92507



Subject: Request for Information & Document

Dear Mr. Smith,

Attached are copies of all current collective bargaining agreements between Rosendin Electric and the IBEW in Southern California. Rosendin Electric is bound through its membership with NECA. This applies to all IBEW contacts for Rosendin Electric.

I apologize for the delay in getting these to you.

Sincerely,

Bobbi Jayne
Director, Payroll & Craft Benefits