

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

HOLCOMB & HOKE MFG. CO., INC.

and

Case 25-CA-31014 Amended

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC

GENERAL COUNSEL'S MOTION FOR DEFAULT JUDGMENT

Comes now counsel for the General Counsel and, pursuant to Section 102.24, 102.50 and 102.56 of the Rules and Regulations of the National Labor Relations Board, moves that default judgment be granted in the above-captioned case. In support of the above, the General Counsel offers the following:

1. On May 18, 2009, United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union, AFL-CIO, CLC (hereafter called "the Union"), filed an unfair labor practice charge in Case 25-CA-31014 Amended against Holcomb & Hoke Mfg, Co., Inc. (hereafter called "Respondent"), and a copy was served by mail upon Respondent on May 19, 2009.¹

2. On June 30, 2009, the Union filed an amended charge in Case 25-CA-31014 Amended against Respondent, and a copy was served by mail upon Respondent on July 1, 2009.²

¹ A copy of the original charge in Case 25-CA-31014 and the affidavit of service thereof are attached as Exhibits A and B, respectively.

² A copy of the amended charge in Case 25-CA-31014 and the affidavit of service thereof are attached as Exhibits C and D, respectively.

3. On August 28, 2009, a Complaint and Notice of Hearing was issued by the Regional Director of Region Twenty-five in Case 25-CA-31014 Amended.³

4. About September 10, 2009 Ronald C. Smith and Jeffrey B. Halbert filed a notice of appearance on behalf of Respondent and Respondent filed an Answer to the Complaint described above in paragraph 3.⁴

5. On October 7, 2009, an Order Consolidating Complaint and Compliance Specification, Compliance Specification and Notice of Hearing was issued by the Regional Director of Region Twenty-five in Case 25-CA-31014 Amended.⁵

6. On October 14, 2009 Respondent, by letter, withdrew the previously-filed Answer described above in paragraph 4 and informed the Region that it did not intend to contest the allegations set forth in the Order Consolidating Complaint and Compliance Specification, Compliance Specification, and Notice of Hearing.⁶

7. Section 102.20 of the Rules and Regulations provides in relevant part that "The respondent shall, within 14 days from the service of the complaint, file an answer thereto. . . . All allegations in the complaint, if no answer is filed . . . shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown."

8. Section 102.56(a) of the Board's Rules provides, in relevant part, that "Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file . . . an answer thereto" Section 102.56(c) states, in

³ Copies of the Complaint and Notice of Hearing and the affidavit of service thereof are attached hereto as Exhibits E and F, respectively.

⁴ A copy of the Notice of Appearance is attached hereto as Exhibit G, and Respondent's Answer is attached hereto as Exhibit H.

⁵ A copy of the Order Consolidating Complaint and Compliance Specification, Compliance Specification and Notice of Hearing is attached hereto as Exhibit I. A Copy of the Affidavit of Service is attached hereto as Exhibit J.

⁶ A copy of Respondent's letter is attached hereto as Exhibit K.

relevant part, that “If the respondent fails to file any answer to the specification within the time proscribed by this section, the Board may . . . find the specification to be true and enter such order as appropriate.”

9. Respondent failed to file an answer to the Compliance Specification and therefore default judgment should be granted against Respondent. Such a finding establishes the total backpay liability due under the Compliance Specification.

WHEREFORE, Counsel for the General Counsel respectfully requests that a Decision and Order issue:

1. Granting default judgment against Respondent.
2. Finding that all of the allegations in the Complaint and Compliance Specification issued in the above-captioned case are true.
3. Ordering Respondent to make whole the employees named in the Compliance Specification in the amounts set forth in the Compliance Specification, plus interest.
4. Ordering Respondent to promptly mail the Notice to Employees to all employees employed by Respondent on February 6, 2009.
5. Ordering such other relief as the Board deems just and proper.

DATED at Indianapolis, Indiana, this 19th day of November, 2009.

Respectfully submitted,

/s/ Michael Beck

Michael T. Beck
Counsel for the General Counsel
National Labor Relations Board
Region Twenty-Five
Minton-Capehart Federal Building, Room 238
575 North Pennsylvania Street
Indianapolis, Indiana 46204

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and accurate copies of General Counsel's Motion for Default Judgment were served on the following individuals by electronic transmission on November 20, 2009.

Lester A. Heltzer
Executive Secretary
National Labor Relations Board
1099 14th Street N.W.
Washington DC 20570-0001

Ronald C. Smith
Stewart & Irwin P.C.
251 East Ohio Street, Suite 1100
Indianapolis, IN 46204
e-mail: rsmith@silegal.com

Jeffrey B. Halbert
Stewart & Irwin P.C.
251 East Ohio Street, Suite 1100
Indianapolis, IN 46204
e-mail: jhalbert@silegal.com

Anthony Alfano
United Steelworkers
1301 Texas Avenue, Room 200
Gary, IN 46402
e-mail: aalfano@uswa.org

/s/ Michael T. Beck
Michael T. Beck
Counsel for General Counsel

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

25-CA-31014

05/18/09

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Holcomb & Hoke Manufacturing Company, Inc.

b. Tel. No. 317-784-2444

c. Cell No.

d. Address (Street, city, state, and ZIP code)
1545 Van Buren Street
Indianapolis, Indiana 46203-4192

e. Employer Representative
Vincent Herndon, President

f. Fax No. 317-781-9164

g. e-Mail

h. Number of workers employed
Approximately 25

i. Type of Establishment (factory, mine, wholesaler, etc.)
Factory

j. Identify principal product or service
Conference Center Panels/Walls/Partitions

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union
AFL-CIO, CLC

4a. Address (Street and number, city, state, and ZIP code)

1301 Texas Street, 2nd Floor
Gary, Indiana 46402

4b. Tel. No. 219-881-6222

4c. Cell No.

4d. Fax No. 219-886-8686

4e. e-Mail

aalfano@usw.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

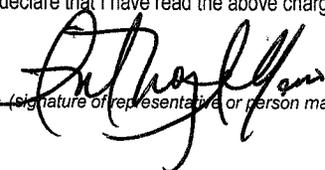
United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers Int'l Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 219-881-0222

By



(signature of representative or person making charge)

Anthony Alfano, Organizing Counsel

(Print/type name and title or office, if any)

Office, if any, Cell No.

Fax No. 219-886-8686

e-Mail

aalfano@usw.org

Address

1301 Texas Street, 2nd Floor, Gary, Indiana 46402

5/12/09
(date)

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

PRIVACY ACT STATEMENT

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

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGES AGAINST EMPLOYER

Name of Employer:

Holcomb & Hoke Manufacturing Company, Inc.

Basis of the Charge:

Since on or about February 20, 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully, unilaterally failed and refused to provide the USW, the exclusive bargaining representative, with adequate notice or the opportunity to bargain over the Company's decision to close or the effects of closure.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully, unilaterally failed and refused to process grievances filed by the Union, and has otherwise repudiated the collective bargaining agreement.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully, unilaterally altered the terms and conditions of employment of its employees, including the termination of its employees, changes to vacation pay, healthcare coverage, personal days, 401K contributions and voluntary supplemental insurance coverage and other terms and conditions.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives withheld union dues from its employees and has unlawfully failed and/or refused to remit such withholdings to the USW.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives withheld supplemental insurance premium payments from its employees and has unlawfully failed and/or refused to pay such premiums to the provider.

2009
1



**NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HOLCOMB & HOKE MANUFACTURING
COMPANY, INC.**

Case: 25-CA-31014

DATE OF MAILING: May 19, 2009

AFFIDAVIT OF SERVICE OF: INITIAL CHARGE LETTER WITH ENCLOSURES

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

Mr. Anthony Alfano, Organizing Counsel
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402

Mr. Paul Whitehead, General Counsel
USW, AFL-CIO, CLC
5 Gateway Center Room 807
Pittsburgh, PA 15222

USWA District 7 Subdistrict 3
United Steelworkers AFL-CIO, CLC
1301 Texas Street
Gary, IN 46402

Holcomb & Hoke Manufacturing Company, Inc.
1545 Van Buren Street
Indianapolis, IN 46203-4192

Subscribed and sworn before me

this 19th day of May, 2009.

Margaret G. Heddon
DESIGNATED AGENT

NATIONAL LABOR RELATIONS BOARD

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 25-CA-31014 Amended Date Filed 6/30/09

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Holcomb & Hoke Manufacturing Company, Inc.

b. Tel. No. 317-784-2444

c. Cell No.

d. Address (Street, city, state, and ZIP code) 1545 Van Buren Street Indianapolis, Indiana 46203-4192

e. Employer Representative Vincent Herndon, President

f. Fax No. 317-781-9164

g. e-Mail

h. Number of workers employed Approximately 25

i. Type of Establishment (factory, mine, wholesaler, etc.) Factory

j. Identify principal product or service Conference Center Panels/Walls/Partitions

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)5 & 8(d) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attached

3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union AFL-CIO-CLC

4a. Address (Street and number, city, state, and ZIP code)

1301 Texas Street, 2nd Floor Gary, Indiana 46402

4b. Tel. No. 219-881-6222

4c. Cell No.

4d. Fax No. 219-886-8686

4e. e-Mail

aalfano@usw.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service workers Int'l Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 219-881-0222

By [Signature] (signature of representative or person making charge)

Anthony Alfano, Organizing Counsel (Print type name and title or office, if any)

Office, if any. Cell No.

Fax No. 219-886-8686

e-Mail

aalfano@usw.org

Address 1301 Texas Street, 2nd Floor, Gary, Indiana 46402

6/30/09 (date)

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

PRIVACY ACT STATEMENT

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

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGES AGAINST EMPLOYER
AMENDED (25-CA-31014)

Name of Employer:

Holcomb & Hoke Manufacturing Company, Inc.

Basis of the Charge:

Since on or about February 20, 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully, unilaterally failed and refused to provide the USW, the exclusive bargaining representative, with adequate notice or the opportunity to bargain over the effects of closure.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully, unilaterally failed and refused to process grievances filed by the Union, and has otherwise repudiated the collective bargaining agreement.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully withheld union dues from its employees and has failed and/or refused to remit such withholdings to the USW.

Since on or about February 2009 and continuing, the above-named employer by its agents, officers and/or representatives unlawfully withheld supplemental insurance premium payments from its employees and has failed and/or refused to pay such premiums to the provider


6/30/09

**NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HOLCOMB & HOKE MANUFACTURING
COMPANY, INC.**

**Case: 25-CA-31014
AMENDED**

DATE OF MAILING: July 1, 2009

AFFIDAVIT OF SERVICE OF: AMENDED CHARGE LETTER WITH ENCLOSURES

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

Mr. Anthony Alfano
Organizing Counsel
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402

Mr. Paul Whitehead, GC
United Steelworkers AFL-CIO-CLC
USW, AFL-CIO, CLC
5 Gateway Center Room 807
Pittsburgh, PA 15222

USWA District 7 Subdistrict 3
United Steelworkers AFL-CIO, CLC
1301 Texas Street
Gary, IN 46402

Holcomb & Hoke Manufacturing Company, Inc.
1545 Van Buren Street
Indianapolis, IN 46203-4192

Subscribed and sworn before me
This 1st day of July, 2009.

Ann Deery
DESIGNATED AGENT
Nija Gullett
NATIONAL LABOR RELATIONS BOARD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

HOLCOMB & HOKE MFG. CO., INC.

and

Case 25-CA-31014 Amended

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC

COMPLAINT AND NOTICE OF HEARING

The United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union, AFL-CIO, CLC, herein called the Union, has charged that Holcomb & Hoke Mfg. Co., Inc., herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151 et seq., herein called the Act. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1. (a) The original charge in Case 25-CA-31014 Amended was filed by the Union on May 18, 2009, and a copy was served by mail upon Respondent on May 19, 2009.

(b) The amended charge in Case 25-CA-31014 Amended was filed by the Union on June 30, 2009, and a copy was served by mail upon Respondent on July 1, 2009.

2. (a) At all material times Respondent, a corporation, with an office and place of business in Indianapolis, Indiana, herein called Respondent's facility, has been engaged in the manufacture and sale of partitions, operable walls, and accordion doors.

(b) During the past 12 month period ending May 17, 2009, Respondent, in conducting its business operations described above in paragraph 2(a), sold and shipped from its Indianapolis, Indiana, facility goods valued in excess of \$50,000 directly to points outside the State of Indiana.

(c) During the past 12 month period ending May 17, 2009, Respondent, in conducting its business operations described above in paragraph 2(a), purchased and received at its Indianapolis, Indiana, facility goods valued in excess of \$50,000 directly from points outside the State of Indiana.

(d) 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 Union 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:

Vincent Herndon	—	Co-owner/President
Steven Giese	—	Co-owner/Executive Vice President
Jeff Browning	—	Personnel Manager

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

All employees of the Respondent, BUT EXCLUDING salaried, clerical, installation instructors, field service technicians, sales forces employees, all employees whose regular place of work is not at the Indianapolis, Indiana, Plant of Respondent, and all guards and supervisors as defined in the Act.

(b) Since about the 1930s and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and, since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from July 13, 2008, to July 9, 2011.

(c) At all times since the 1930s, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) On or about February 6, 2009, Respondent failed to continue in effect all the terms and conditions of the agreement described above in paragraph 5(b) by repudiating said agreement, including by: failing to process grievances filed by the Union, collecting Union dues from employees in the Unit but failing to remit such dues to the Union, collecting AFLAC insurance premium monies from employees in the Unit but failing to remit such monies to the insurance company, failing to pay employees for 2008 vacation and personal days due and owing under the above agreement, and failing to contribute to the employees' 401K plan the contributions due and owing under the above agreement.

(b) Respondent engaged in the conduct described above in paragraph 6(a) without the Union's consent.

(c) The subjects set forth above in paragraph 6(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

7. (a) On about February 6, 2009, Respondent ceased operations at Respondent's facility.

(b) On about February 23 and March 11, 2009, by letters sent by certified mail, the Union requested that Respondent bargain collectively about the effects on Unit employees of the plant closure described above in paragraph 7(a).

(c) The subjects set forth above in paragraph 7(b) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(d) Respondent engaged in the conduct described above in paragraph 7(a) without affording the Union an opportunity to bargain with Respondent with respect to the effects on Unit employees of the plant closure.

8. By the conduct described above in paragraphs 6(a) and 6(b), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

9. By the conduct described above in paragraphs 7(d), 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.

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

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7(d) and 9, the General Counsel seeks an order requiring that Respondent make whole the Unit in the manner set forth in Transmarine Navigation Corp., 170 NLRB 389 (1968).

The General Counsel further sees as part of the remedy for the unfair labor practices alleged above in paragraphs 6(a), 6(b), and 8, an order requiring that Respondent make whole the Unit for any losses as a result of its failure to continue in effect all terms and conditions of the agreement described above in paragraph 5(b). In order to make the Unit fully whole for their losses, the General Counsel further seeks an Order requiring Respondent to pay interest, compounded quarterly, on any monetary award.

The General Counsel further seeks an Order requiring that Respondent promptly mail the Notice to Employees to all employees employed by Respondent on February 6, 2009.

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

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be received by this office on or before September 11, 2009, or postmarked on or before September 10, 2009. Unless filed electronically in a .pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that 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 an answer being filed electronically is a .pdf document containing the required signature, no paper copies of the answer needs to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a .pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

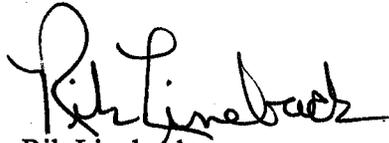
Service of the answer on each of the other parties must still be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on October 5, 2009, at 1:00 p.m. (EDT) and on consecutive days thereafter until concluded, a hearing will be conducted at the Regional Office Hearing Room, National Labor Relations Board, Region Twenty-five, Room 238, Minton-Capehart Federal Building, 575 North Pennsylvania Street, Indianapolis, Indiana, before an Administrative Law Judge of the 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

complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

SIGNED at Indianapolis, Indiana, this 28th day of August, 2009.



Rik Lineback
Regional Director
National Labor Relations Board,
Region Twenty-five
Room 238, Minton-Capehart Building
575 North Pennsylvania Street
Indianapolis, Indiana 46204-1577

Attachments
RL/daj/jcm

H:\Region 25 C Cases\25-CA-31014 Holcome & Hoke Mfg. Co., Inc\Complaint\CPT.25-CA-31014.Complaint 1.doc

NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD

HOLCOMB & HOKE MANUFACTURING
COMPANY, INC.

Case: 25-CA-31014 AMD.

DATE OF MAILING: August 28, 2009

AFFIDAVIT OF SERVICE OF: COMPLAINT AND NOTICE OF HEARING

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

7008 1830 0004 5873 8136
Holcomb & Hoke Manufacturing Co., Inc.
1545 Van Buren Street
Indianapolis, IN 46203-4192

7008 1830 0004 5873 8143
Anthony Alfano, Org. Counsel
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402

Mr. Vincent L. Herndon, Co-owner/Pres.
716 S. Brune Court
New Palestine, IN 46163

Mr. Paul F. Kortepeter, Registered Agent
8888 Keystone Crossing, Suite 1400
Indianapolis, IN 46240

USWA District 7, Subdistrict 3
1301 Texas Street
Gary, IN 46402

Mr. Paul Whitehead, G.C.
United Steelworkers, AFL-CIO, CLC
5 Gateway Center Room 807
Pittsburgh, PA 15222



Subscribed and sworn before me

this 28th day of August, 2009

DESIGNATED AGENT

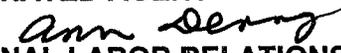

NATIONAL LABOR RELATIONS BOARD

EXHIBIT F

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

HOLCOMB & HOKE MFG. CO., INC.

and

Case No: 25-CA-31014 Amended

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC

NOTICE OF APPEARANCE OF COUNSEL ON BEHALF OF EMPLOYER,
HOLCOMB & HOKE MFG. CO., INC.

The undersigned hereby enters their *Appearance* on behalf of the above-named

Employer, Holcomb & Hoke Mfg. Co., Inc. in the above-captioned matter:

Check the Appropriate Box(es) Below:

Representative(s) is an attorney

If representative(s) is an attorney, in order to ensure that the party may receive copies of certain documents or correspondence from the agency in addition to those described below, this box must be checked. If this box is not checked, the party will receive only copies of certain documents such as charges, petitions and formal documents as described in Sec. 118423 of the Casehandling Manual.

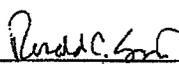
(Representative Information)

Name: Ronald C. Smith (#387-49)
Jeffrey B. Halbert (#22727-49)
STEWART & IRWIN, P.C.
251 East Ohio Street
Suite 1100
Indianapolis, Indiana 46204
Telephone: (317) 639-5454
Facsimile: (317) 632-1319
E-mail: rsmith@silegal.com
jhalbert@silegal.com

Dated: September 10, 2009

Respectfully submitted,

STEWART & IRWIN, P.C.

By 
Ronald C. Smith
Attorney No. 387-49

By 
Jeffrey B. Halbert
Attorney No. 11592-20

*Attorneys for Employer,
Holcomb & Hoke Mfg. Co., Inc.*

CERTIFICATE OF SERVICE

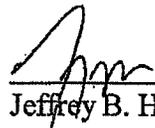
The undersigned hereby certifies that a true and accurate copy of the foregoing was served this 10th day of September, 2009, via United States Mail, first-class, postage prepaid and properly addressed to the following:

Rik Lineback
Regional Director
National Labor Relations Board
Region Twenty-Five
Room 238, Minton-Capehart Bldg.
575 N. Pennsylvania Street
Indianapolis IN 46204

Anthony Alfano
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402

USWA District 7, Subdistrict 3
1301 Texas Street
Gary, IN 46402

Paul Whitehead, G.C.
United Steelworkers, AFL-CIO, CLC
5 Gateway Center, Room 807
Pittsburgh, PA 15222



Jeffrey B. Halbert

STEWART & IRWIN, P.C.
251 East Ohio Street
Suite 1100
Indianapolis, Indiana 46204
Telephone: (317) 639-5454
Facsimile: (317) 632-1319
E-mail: rsmith@silegal.com
jhalbert@silegal.com

si239328_1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

HOLCOMB & HOKE MFG. CO., INC.

and

Case No: 25-CA-31014 Amended

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC

ANSWER AND AFFIRMATIVE DEFENSES

Holcomb & Hoke, Mfg. Co., Inc. (hereinafter "Holcomb & Hoke"), by counsel, hereby submits its Answer to the Complaint and Notice of Hearing as follows:

ADMISSIONS AND DENIALS

1. Holcomb & Hoke is without knowledge or information sufficient to substantiate the truth of the material allegations contained in rhetorical paragraph 1 (a) and (b) of the Complaint, and therefore denies the same.
2. Holcomb & Hoke admits the material allegations contained in rhetorical paragraph 2 (a), (b), (c) and (d).
3. Holcomb & Hoke is without knowledge or information sufficient to substantiate the truth of the material allegations contained in rhetorical paragraph 3, and therefore denies the same.
4. Holcomb & Hoke admits the material allegations contained in rhetorical paragraph 4.
5. Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 5(a). Answering further, Holcomb & Hoke is without knowledge or information

sufficient to substantiate the truth of the material allegations contained in rhetorical paragraph 5(b)-(c), and therefore denies the same.

6. Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 6(a)-(c).

7. Holcomb & Hoke admits the material allegations contained in rhetorical paragraph 7(a). Answering further, Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 7(b)-(c).

8. Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 8.

9. Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 9.

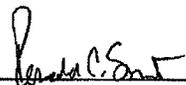
10. Holcomb & Hoke denies the material allegations contained in rhetorical paragraph 10.

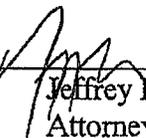
AFFIRMATIVE DEFENSES

1. All actions taken by Holcomb & Hoke were for legitimate non-discriminatory reasons that do not violate the NLRA.
2. Employer would have taken the action in spite of the alleged activities of the employee, Michael Bombard.
3. The persons or parties identified in the Complaint are barred from recovering any sums from Holcomb & Hoke, in whole or in part, based upon the failure to mitigate.
4. The cessation of Holcomb & Hoke's business operations was caused in whole or in part by an intervening agency or cause, i.e. economic conditions. Accordingly, no action may be maintained under the NLRA.
5. Holcomb & Hoke Indiana Downs denies every allegation, whether express or implied, that is not unequivocally and specifically admitted in its Answer.
6. Holcomb & Hoke reserves the right to assert additional affirmative defenses and defenses as may appear applicable during the course of this litigation.

Respectfully submitted,

STEWART & IRWIN, P.C.

By  _____
Ronald C. Smith
Attorney No. 387-49

By  _____
Jeffrey B. Halbert
Attorney No. 22727-49

*Attorneys for Holcomb & Hoke Mfg.
Co, Inc.*

CERTIFICATE OF SERVICE

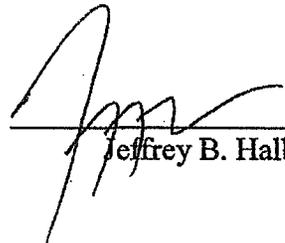
The undersigned hereby certifies that a copy of the foregoing was served on September 10th, 2009 by placing a copy of same in the U.S. first class mail, addressed to:

Rik Lineback
Regional Director
National Labor Relations Board
Region Twenty-Five
Room 238, Minton-Capehart Bldg.
575 N. Pennsylvania Street
Indianapolis IN 46204

Anthony Alfano
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402

USWA District 7, Subdistrict 3
1301 Texas Street
Gary, IN 46402

Paul Whitehead, G.C.
United Steelworkers, AFL-CIO, CLC
5 Gateway Center, Room 807
Pittsburgh, PA 15222



Jeffrey B. Halbert

STEWART & IRWIN, P.C.
251 East Ohio Street
Suite 1100
Indianapolis, IN 46204-2147
Telephone: (317) 639-5454
Facsimile: (317) 632-1319
E-mail: rsmith@silegal.com
jhalbert@silegal.com

si239305_1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE

HOLCOMB & HOKE MFG. CO., INC.

and

Case 25-CA-31014 Amended

UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC

ORDER CONSOLIDATING COMPLAINT AND COMPLIANCE SPECIFICATION

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

On August 28, 2009, the General Counsel, by the undersigned, issued a Complaint and Notice of Hearing alleging that Holcomb & Hoke Mfg. Co., Inc., herein called Respondent, violated Sections 8(a)(1), (3) and (5) of the National Labor Relations Act, 29 O.S.C. Sec. 151 et seq., herein called the Act. In order to effectuate the purposes of the Act, to avoid unnecessary costs and delay, and to provide for the resolution of any controversies which may arise concerning the Respondent's liability for remedying the allegations of the Complaint, the amounts of backpay owed the bargaining unit employees named herein, and the amounts of monies owed the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union, AFL-CIO, CLC, the General Counsel, by the undersigned, pursuant to Section 102.54(b) of the Rules and Regulations of the National Labor Relations Board, herein called the Board, hereby issues this Compliance Specification and Orders that the Complaint and the Compliance Specification are consolidated for hearing and alleges as follows:

I. BACKPAY

A. TRANSMARINE REMEDY

1. An appropriate measure of the backpay remedy is outlined by Transmarine Navigation Corp., 170 NLRB 389 (1968) as defined therein. The gross backpay owing is equal to each employee's normal wage rate, multiplied by eighty (80) hours, an amount equal to the total hours each employee normally worked during a two-week period when last in the Employer's employ.
2. The backpay period for the wages owed to and on behalf of the bargaining unit employees identified individually below begins on February 6, 2009, the date the Respondent unlawfully repudiated the parties' collective

bargaining agreement and ceased operations at its facility and continues for two (2) weeks, terminating on February 20, 2009.

3. The twenty-five (25) bargaining unit employees named below are entitled to backpay in accordance with Transmarine:

Altum, Zachary
Bailey, Wesley
Biggs, Jr., Malcolm S.
Bradley, William C.
Brown, Dennis
Burton, David
Demma, Rebecca
Fikes, Ricky
Foster, David
Harrell, David
Hurm, Nancy
Kintyle, Kenneth
Kusky, Richard
Lutane, Raymond
Morelock, Stanley
Pierce, William
Plummer, William
Rhoton, James
Rush, Larry
Stigger, Lawrence
Warriner, Rodney
White, Leroy
Wilks, Freddie
Wilson, Paul
Wilson Sr., Jack E.

B. PERSONAL DAYS, VACATION DAYS, MATCHING 401-k CONTRIBUTIONS, MEDICAL COVERAGE AND AFLAC

At the time of the cessation of operations, bargaining unit employees were eligible for paid vacation, paid personal days, and matching 401-k contributions pursuant to the terms of the collective bargaining agreement in effect between the Respondent and the Union.¹

1. PERSONAL DAYS

a. "Exhibit C - Personal Absence Policy" of the parties' collective bargaining agreement sets forth the following:

Effective January 1, 2005, all employees eligible to be on the Seniority List will be allowed a total of twenty-four (24) hours of

¹ The Respondent and Union are parties to a collective bargaining agreement in effect from July 13, 2008 through July 9, 2011.

paid personal absence in a calendar year, to be allotted at the rate of twelve (12) hours as of January 1 and an additional twelve (12) hours as of April 1 of each year, which may be used for personal business, sickness, etc. Any unused time at the end of the calendar year will be paid to the Employee as soon as practically possible after each December 31. No carry-over of personal absence into a subsequent year will be permitted.

b. The nine (9) bargaining unit employees named below are entitled to reimbursement for unused personal days under the terms of the collective bargaining agreement:

Malcolm S. Biggs Jr.
 William C. Bradley
 Dennis Brown
 Davis Burton
 Ricky Fikes
 Raymond Lutane
 James Rhoton
 Lawrence Stigger
 Freddie Wilks

2. VACATION DAYS

a. "Section 12 - Vacations" of the parties' collective bargaining agreement sets forth the following:

(b) Eligibility: On January 1 of each year an Employee shall be entitled to a paid vacation according to his/her length of continuous classification on the Seniority List (hereinafter called his/her length of continuous service) on such January 1, and the employees anniversary date whenever they become eligible for additional vacation days as follows:

Employee Length of Continuous Service on January 1	Vacation Days	Vacation Hours
More than 6 months but Less than 1 Year - 6 Months	5	40
More than 1 Year - 6 Months but Less than 5 Years	10	80

More than 5 Years but Less than 15 Years	15	120
More than 15 Years but Less than 25 Years	20	160
Twenty-Five Years or More	25	200

Employees having less than six (6) months of continuous service as of January 1 will be eligible for pro-rated vacation.

(d) Vacation Pay - Rate per Hour: Vacation pay rate per hour shall be the basic straight time hourly rate on the last day the Employee worked before his/her vacation.

(g) Pay in Lieu of Vacation Days. Unused vacation days at the end of the calendar year will be paid to the Employees as soon as practically possible after December 31 of each year.

b. The six (6) bargaining unit employees named below are entitled to reimbursement for unused vacation days under the terms of the collective bargaining agreement:

David Burton
Ricky Fikes
William Plummer
James Rhoton
Freddie Wilks
Jack Woodard

3. PENSION/401k

a. Section 9 - Wages of the parties' collective bargaining agreement sets forth the following:

Under the 401-k Plan, the Company agrees to make a matching contribution of fifty cents (\$.50) for every dollar (\$1.00) contributed by Employees up to eight percent (8%) of annual compensation, to be distributed quarterly as soon as is practically possible after March 31, June 30, September 30, and December 31, effective January 1, 2009.

b. Prior to January 1, 2009, the Respondent's matching contribution was distributed semi-annually instead of quarterly. Under

the terms of the most recent collective bargaining agreement, the distribution became a quarterly event.

c. The Respondent failed to distribute the matching contribution it should have paid out in 2008.

d. The fifteen (15) bargaining unit employees named below who were participating in the 401-k plan during 2008 are entitled to reimbursement for the Respondent's matching contribution. The nature of this reimbursement should be made in accordance with applicable laws and procedures governing pension and 401-k plans.

Altum, Zachary
Biggs, Jr., Malcolm S.
Bradley, William C.
Brown, Dennis
Burton, David
Demma, Rebecca
Fikes, Ricky
Harrell, David
Hurm, Nancy
Lutane, Raymond
Morelock, Stanley
Plummer, William
Rhoton, James
Wilson Sr., Jack E.
Woodard, Jack

4. MEDICAL

a. The Respondent provided all employees with medical coverage. Under "Section 16 - Insurance" of the parties' collective bargaining agreement Medical Coverage was made available to employees under the Respondent's group insurance plan.

b. Additionally, the Respondent offered a plan under which it reimbursed medical expenses paid out-of-pocket by employees. These expenses could be anything from a co-pay to the cost of a prescription not covered under the group medical plan to the unreimbursed portion of a procedure or lab test. The plan provided for either individual/single coverage or family coverage. For an employee who elected the individual/single coverage, the Respondent would reimburse up to \$1,000 per year of the employee's out-of-pocket medical expense. Under the family plan, the Respondent would reimburse up to \$2,500 per year of out-of-pocket medical expense incurred by the employee and covered family members. To obtain reimbursement the employee submitted a claim directly to the Respondent.

c. The five (5) bargaining unit employees named below are entitled to reimbursement for unpaid medical claims:

William C. Bradley
David Harrell
Nancy Hurm
Stanley Morelock
Jack E. Wilson, Sr.

5. AFLAC

a. The Respondent offered employees the opportunity to participate in a variety of coverages provided by the American Family Life Assurance Company (Aflac). Those coverages included, but were not limited to, life insurance, short-term disability, accident, dental, vision, long term care and specified disease. Employees could elect as many or as few of the coverages as they wished by completing a "Premium Deduction Authorization/Waiver of Participation" form. If an employee elected to participate the Respondent would deduct the corresponding premium amounts for the coverage(s) selected from the employee's earnings and submit the premium payment to Aflac on behalf of the employee.

b. The Respondent deducted Aflac premiums from employees' pay from November 1, 2008 through February 1, 2009, but did not submit those premium payments to Aflac.

b. The two (2) bargaining unit employees named below are entitled to reimbursement for Aflac premiums:

Malcolm S. Biggs, Jr.
Stanley Morelock

C. DEFINITION

The calendar quarter backpay the bargaining unit employees would have earned is defined as the sum of the calendar quarter regular earnings and overtime earnings.

II. BARGAINING UNIT EMPLOYEES²

The twenty-six (26) bargaining unit employees named below are entitled to reimbursement:

A. ALTUM, ZACHARY

1. At the time of closure at the Respondent's Indianapolis facility, Zachary Altum was making \$14.42 per hour.
2. Altum's backpay is set forth and summarized in Appendix A.
3. Altum's undistributed 401-k plan Employer match is set forth in Appendix A.

² The Region relied upon individual wage rate information provided by the Respondent and the Union.

- B. BAILEY, WESLEY**
1. At the time of closure at the Respondent's Indianapolis facility, Wesley Bailey was making \$13.00 per hour.
 2. Bailey's backpay is set forth and summarized in Appendix B.
- C. BIGGS, MALCOLM S., JR.**
1. At the time of closure at the Respondent's Indianapolis facility, Malcolm S. Biggs, Jr. was making \$14.42 per hour.
 2. Biggs' backpay is set forth and summarized in Appendix C.
 3. Biggs' unpaid 2008 personal leave benefits are set forth in Appendix C.
 4. Biggs' undistributed 401-k plan Employer match is set forth in Appendix C.
 5. Biggs' Aflac premium reimbursement is set forth in Appendix C.
- D. BRADLEY, WILLIAM C.**
1. At the time of closure at the Respondent's Indianapolis facility, William C. Bradley was making \$13.77 per hour.
 2. Bradley's backpay is set forth and summarized in Appendix D.
 3. Bradley's unpaid 2008 personal leave benefits are set forth in Appendix D.
 4. Bradley's undistributed 401-k plan Employer match is set forth in Appendix D.
 5. Bradley's unreimbursed medical expenses are set forth in Appendix D.
- E. BROWN, DENNIS**
1. At the time of closure at the Respondent's Indianapolis facility, Dennis Brown was making \$13.62 per hour.
 2. Brown's backpay is set forth and summarized in Appendix E.
 3. Brown's unpaid 2008 personal leave benefits are set forth in Appendix E.
 4. Brown's undistributed 401-k plan Employer match is set forth in Appendix E.
- F. BURTON, DAVID**
1. At the time of closure at the Respondent's Indianapolis facility, David Burton was making \$14.12 per hour.
 2. Burton's backpay is set forth and summarized in Appendix F.
 3. Burton's unpaid 2008 vacation leave benefits are set forth in Appendix F.
 4. Burton's unpaid 2008 personal leave benefits are set forth in Appendix F.
 5. Burton's undistributed 401-k plan Employer match is set forth in Appendix F.
- G. DEMMA, REBECCA**
1. At the time of closure at the Respondent's Indianapolis facility, Rebecca Demma was making \$14.27 per hour.
 2. Demma's backpay is set forth and summarized in Appendix G.
 3. Demma's undistributed 401-k plan Employer match is set forth in Appendix G.

- H. FIKES, RICKY**
1. At the time of closure at the Respondent's Indianapolis facility, Ricky Fikes was making \$13.87 per hour.
 2. Fikes' backpay is set forth and summarized in Appendix H.
 3. Fikes' unpaid 2008 vacation leave benefits are set forth in Appendix H.
 4. Fikes' unpaid 2008 personal leave benefits are set forth in Appendix H.
 5. Fikes' undistributed 401-k plan Employer match is set forth in Appendix H.
- I. FOSTER, DAVID**
1. At the time of closure at the Respondent's Indianapolis facility, David Foster was making \$13.00 per hour.
 2. Foster's backpay is set forth and summarized in Appendix I.
- J. HARRELL, DAVID**
1. At the time of closure at the Respondent's Indianapolis facility, David Harrell was making \$13.77 per hour.
 2. Harrell's backpay is set forth and summarized in Appendix J.
 3. Harrell's undistributed 401-k plan Employer match is set forth in Appendix J.
 4. Harrell's unreimbursed medical expenses are set forth in Appendix J.
- K. HURM, NANCY**
1. At the time of closure at the Respondent's Indianapolis facility, Nancy Hurm was making \$14.17 per hour.
 2. Hurm's backpay is set forth and summarized in Appendix K.
 3. Hurm's undistributed 401-k plan Employer match is set forth in Appendix K.
 4. Hurm's unreimbursed medical expenses are set forth in Appendix K.
- L. KINTYLE, KENNETH**
1. At the time of closure at the Respondent's Indianapolis facility, Kenneth Kintyle was making \$13.62 per hour.
 2. Kintyle's backpay is set forth and summarized in Appendix L.
- M. KUSKY, RICHARD**
1. At the time of closure at the Respondent's Indianapolis facility, Richard Kusky was making \$13.62 per hour.
 2. Kusky's backpay is set forth and summarized in Appendix M.
- N. LUTANE, RAYMOND**
1. At the time of closure at the Respondent's Indianapolis facility, Raymond Lutane was making \$13.77 per hour.
 2. Lutane's backpay is set forth and summarized in Appendix N.
 3. Lutane's unpaid 2008 personal leave benefits are set forth in Appendix N.
 4. Lutane's undistributed 401-k plan Employer match is set forth in Appendix N.
- O. MORELOCK, STANLEY**
1. At the time of closure at the Respondent's Indianapolis facility, Stanley Morelock was making \$13.72 per hour.

2. Morelock's backpay is set forth and summarized in Appendix O.
 3. Morelock's undistributed 401-k plan Employer match is set forth in Appendix O.
 4. Morelock's unreimbursed medical expenses are set forth in Appendix O.
 5. Morelock's Aflac premium reimbursement is set forth in Appendix O.
- P. PIERCE, WILLIAM
1. At the time of closure at the Respondent's Indianapolis facility, William Pierce was making \$13.62 per hour.
 2. Pierce's backpay is set forth and summarized in Appendix P.
- Q. PLUMMER, WILLIAM
1. At the time of closure at the Respondent's Indianapolis facility, William Plummer was making \$13.62 per hour.
 2. Plummer's backpay is set forth and summarized in Appendix Q.
 3. Plummer's unpaid 2008 vacation leave benefits are set forth in Appendix Q.
 4. Plummer's undistributed 401-k plan Employer match is set forth in Appendix Q.
- R. RHOTON, JAMES
1. At the time of closure at the Respondent's Indianapolis facility, James Rhoton was making \$16.27 per hour.
 2. Rhoton's backpay is set forth and summarized in Appendix R.
 3. Rhoton's unpaid 2008 vacation leave benefits are set forth in Appendix R.
 4. Rhoton's unpaid 2008 personal leave benefits are set forth in Appendix R.
 5. Rhoton's undistributed 401-k plan Employer match is set forth in Appendix R.
- S. RUSH, LARRY
1. At the time of closure at the Respondent's Indianapolis facility, Larry Rush was making \$13.62 per hour.
 2. Rush's backpay is set forth and summarized in Appendix S.
- T. STIGGER, LAWRENCE
1. At the time of closure at the Respondent's Indianapolis facility, Lawrence Stigger was making \$14.37 per hour.
 2. Stigger's backpay is set forth and summarized in Appendix T.
 3. Stigger's unpaid 2008 personal leave benefits are set forth in Appendix T.
- U. WARRINER, RODNEY
1. At the time of closure at the Respondent's Indianapolis facility, Rodney Warriner was making \$15.22 per hour.
 2. Warriner's backpay is set forth and summarized in Appendix U.

- V. **WHITE, LEROY**
 - 1. At the time of closure at the Respondent's Indianapolis facility, Leroy White was making \$13.62 per hour.
 - 2. White's backpay is set forth and summarized in Appendix V.

- W. **WILKS, FREDDIE**
 - 1. At the time of closure at the Respondent's Indianapolis facility, Freddie Wilks was making \$13.62 per hour.
 - 2. Wilks' backpay is set forth and summarized in Appendix W.
 - 3. Wilks' unpaid 2008 vacation leave benefits are set forth in Appendix W.
 - 4. Wilks' unpaid 2008 personal leave benefits are set forth in Appendix W.

- X. **WILSON, PAUL**
 - 1. At the time of closure at the Respondent's Indianapolis facility, Paul Wilson was making \$13.62 per hour.
 - 2. Wilson's backpay is set forth and summarized in Appendix X.

- Y. **WILSON, JACK E., SR.**
 - 1. At the time of closure at the Respondent's Indianapolis facility, Jack E. Wilson, Sr. was making \$14.92 per hour.
 - 2. Wilson's backpay is set forth and summarized in Appendix Y.
 - 3. Wilson's undistributed 401-k plan Employer match is set forth in Appendix Y.
 - 4. Wilson's unreimbursed medical expenses are set forth in Appendix Y.

- Z. **WOODARD, JACK**
 - 1. At the time Jack Woodard passed away in January 2009³ he was making \$14.22 per hour.
 - 2. Woodard's unpaid 2008 vacation leave benefits are set forth in Appendix Z.
 - 3. Woodard's undistributed 401-k plan Employer match is set forth in Appendix Z.

III. DUES

Pursuant to the terms of the collective bargaining agreement, "Section 6 - Check-Off", the parties agreed that, upon provision of written authorization of any Employee to the Employer, the Employer would:

[D]educt from the wages due such Employee, if any, each month, all periodic dues and initiation fees as designated by the International Treasurer of the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union and issue a check for the same to the order of the International Treasurer of the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied

³ "Section 12 - Vacations, (c) Eligibility in Case of Death" of the Parties' collective bargaining agreement states: If an Employee dies on a date other than January 1, he/she shall be deemed to have died on the January 1 immediately following his/her death, and his/her vacation benefits, if any, shall be determined on that basis and paid to the legal spouse if the spouse survives or to the lawful beneficiary(ies) if there is no surviving spouse.

Industrial & Service Workers International Union and transmit the check to the International Treasurer of the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union, 5 Gateway Center, Pittsburgh, Pennsylvania 15222.

A. While the Respondent withheld Union dues pursuant to the collective bargaining agreement, it did not remit to the Union the dues withheld in November 2008, December 2008, January 2009 and February 2009.

B. The amount of dues contributions due to the Union are set forth in Appendix AA.

IV. SUMMARY

Summarizing the facts and calculations specified above and in Appendices A through AA inclusive, the obligation of the Respondent to make whole the below-named employees under the Board's Order will be discharged by the payment of the amounts set forth below, plus interest accrued until the time of payment, minus the tax and withholding required by Federal and State law⁴:

	DISCRIMINATEE	BACKPAY	VACATION PAY	PERSONAL LEAVE PAY	401 -K	MEDICAL	AFLAC	TOTAL
1.	Altum, Zachary	\$1,153.60	\$0.00	\$0.00	\$156.05	\$0.00	\$0.00	\$1,309.65
2.	Bailey, Wesley	\$1,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00
3.	Biggs Jr., Malcolm S	\$1,153.60	\$0.00	\$230.72	\$510.44	\$0.00	\$72.00	\$2,966.76
4.	Bradley, William C.	\$1,101.60	\$0.00	\$17.21	\$574.64	\$215.00	\$0.00	\$1,908.45
5.	Brown, Dennis	\$1,089.60	\$0.00	\$4.09	\$296.00	\$0.00	\$0.00	\$1,389.69
6.	Burton, David	\$1,129.60	\$338.88	\$196.27	\$583.31	\$0.00	\$0.00	\$2,248.06
7.	Demma, Rebecca	\$1,141.60	\$0.00	\$0.00	\$240.29	\$0.00	\$0.00	\$1,381.89
8.	Fikes, Ricky	\$1,109.60	\$554.80	\$80.45	\$143.62	\$0.00	\$0.00	\$1,888.47
9.	Foster, David	\$1,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00
10.	Harrell, David	\$1,101.60	\$0.00	\$0.00	\$309.19	\$1,000.00	\$0.00	\$2,410.79
11.	Hurm, Nancy	\$1,133.60	\$0.00	\$0.00	\$402.93	\$1,000.00	\$0.00	\$2,536.53
12.	Kintyle, Kenneth	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
13.	Kusky, Richard	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
14.	Lutane, Raymond	\$1,101.60	\$0.00	\$0.69	\$249.98	\$0.00	\$0.00	\$1,352.27
15.	Morelock, Stanley	\$1,097.60	\$0.00	\$0.00	\$16.45	\$2,500.00	\$424.80	\$4,038.85
16.	Pierce, William	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
17.	Plummer, William	\$1,089.60	\$1,089.60	\$0.00	\$471.16	\$0.00	\$0.00	\$2,650.36
18.	Rhoton, James	\$1,301.60	\$2,473.04	\$378.28	\$765.97	\$0.00	\$0.00	\$4,918.89
19.	Rush, Larry	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
20.	Stigger, Lawrence	\$1,149.60	\$0.00	\$344.88	\$0.00	\$0.00	\$0.00	\$1,494.48
21.	Warriner, Rodney	\$1,217.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,217.60
22.	White, Leroy	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
23.	Wilks, Freddie	\$1,089.60	\$1,416.48	\$168.89	\$0.00	\$0.00	\$0.00	\$2,674.97
24.	Wilson, Paul	\$1,089.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089.60
25.	Wilson Sr., Jack E.	\$1,193.60	\$0.00	\$0.00	\$295.04	\$151.99	\$0.00	\$1,640.63
26.	Woodard, Jack	\$0.00	\$568.80	\$0.00	\$567.56	\$0.00	\$0.00	\$1,136.36

⁴ On the wage portion only. The dues and interest portions are not subject to withholding.

TOTAL TO BARGAINING UNIT EMPLOYEES	\$27,972.80	\$6,441.60	\$1,421.48	\$5,582.63	\$4,866.99	\$537.15	\$46,782.30
Dues							\$2,545.06
GRAND TOTAL							\$49,327.36

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be received by this office on or before October 28, 2009, or postmarked on or before October 27, 2009. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on E-Gov, and then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

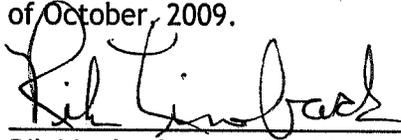
If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true.

If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on December 3, 2009, at 10:00 a.m. at the **Regional Office Hearing Room, National Labor Relations Board, Region Twenty-five, Room 238, Minton-Capehart Federal Building, 575 North Pennsylvania Street, Indianapolis, Indiana**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Signed at Indianapolis, Indiana this 7th day of October, 2009.



Rik Lineback, Regional Director
National Labor Relations Board - Region 25
Room 238, Minton-Capehart Federal Building
Indianapolis, Indiana 46204

INDEX OF APPENDICES

APPENDIX A	--	Backpay and Benefit Reimbursement - Altum, Zachary
APPENDIX B	--	Backpay and Benefit Reimbursement - Bailey, Wesley
APPENDIX C	--	Backpay and Benefit Reimbursement - Biggs, Jr., Malcolm
APPENDIX D	--	Backpay and Benefit Reimbursement - Bradley, William C.
APPENDIX E	--	Backpay and Benefit Reimbursement - Brown, Dennis
APPENDIX F	--	Backpay and Benefit Reimbursement - Burton, David
APPENDIX G	--	Backpay and Benefit Reimbursement - Demma, Rebecca
APPENDIX H	--	Backpay and Benefit Reimbursement - Fikes, Ricky
APPENDIX I	--	Backpay and Benefit Reimbursement - Foster, David
APPENDIX J	--	Backpay and Benefit Reimbursement - Harell, David
APPENDIX K	--	Backpay and Benefit Reimbursement - Hurm, Nancy
APPENDIX L	--	Backpay and Benefit Reimbursement - Kintyle, Kenneth
APPENDIX M	--	Backpay and Benefit Reimbursement - Kusky, Richard
APPENDIX N	--	Backpay and Benefit Reimbursement - Lutane, Raymond
APPENDIX O	--	Backpay and Benefit Reimbursement - Morelock, Stanley
APPENDIX P	--	Backpay and Benefit Reimbursement - Pierce, William
APPENDIX Q	--	Backpay and Benefit Reimbursement - Plummer, William
APPENDIX R	--	Backpay and Benefit Reimbursement - Rhoton, James
APPENDIX S	--	Backpay and Benefit Reimbursement - Rush, Larry
APPENDIX T	--	Backpay and Benefit Reimbursement - Stigger, Lawrence
APPENDIX U	--	Backpay and Benefit Reimbursement - Warriner, Rodney
APPENDIX V	--	Backpay and Benefit Reimbursement - White, Leroy
APPENDIX W	--	Backpay and Benefit Reimbursement - Wilks, Freddie
APPENDIX X	--	Backpay and Benefit Reimbursement - Wilson, Paul
APPENDIX Y	--	Backpay and Benefit Reimbursement - Wilson Sr., Jack E.
APPENDIX Z	--	Backpay and Benefit Reimbursement - Woodard, Jack
APPENDIX AA	--	Dues

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.42	80	\$ 1,153.60									
2008/ Q1-2009												
										\$ 312.09	\$ 312.09	\$ 156.05

TOTAL
\$ 1,309.65

\$ 1,153.60 \$ - \$ - \$ 156.05

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.00	80	\$ 1,040.00									
2008/ Q1-2009												

TOTAL
\$ 1,040.00

\$ 1,040.00 \$ - \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.42	80	\$ 1,153.60									
2008/ Q1-2009							\$ 14.42	16	\$ 230.72	\$ 3,190.24	\$ 1,020.88	\$ 510.44

\$ 1,153.60

\$ -

\$ 230.72

\$ 510.44

AFLAC	
Total	\$72.00

\$72.00

SUMMARY	
Backpay	\$ 1,153.60
Vacation	\$ -
Personal	\$ 230.72
401-k	\$ 510.44
Aflac	\$ 72.00
TOTAL	\$ 1,966.76

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.77	80	\$ 1,101.60									
2008/ Q1-2009							\$ 13.77	1.25	\$ 17.21	\$ 1,436.60	\$ 1,149.28	\$ 574.64

\$ 1,101.60

\$ -

\$ 17.21

\$ 574.64

MEDICAL		
Allowed	Incurred	Total
\$ 1,000.00	\$ 215.00	\$ 215.00

\$ 215.00

SUMMARY	
Backpay	\$ 1,101.60
Vacation	\$ -
Personal	\$ 17.21
401-k	\$ 574.64
Medical	\$ 215.00
TOTAL	\$ 1,908.45

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/01-2009							\$ 13.62	0.3	\$ 4.09	\$ 591.99	\$ 591.99	\$ 296.00

TOTAL
\$ 1,389.69

\$ 1,089.60

\$ -

\$ 4.09

\$ 296.00

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.12	80	\$ 1,129.60									
2008/ Q1-2009				\$ 14.12	24	\$ 338.88	\$ 14.12	13.9	\$ 196.27	\$ 2,187.39	\$ 1,166.61	\$ 583.31

TOTAL
\$ 2,248.06

\$ 1,129.60

\$ 338.88

\$ 196.27

\$ 583.31

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.27	80	\$ 1,141.60									
2008/ Q1-2009										\$ 480.58	\$ 480.58	\$ 240.29

TOTAL
\$ 1,381.89

\$ 1,141.60

\$ -

\$ -

\$ -

\$ 240.29

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.87	80	\$ 1,109.60									
2008/ Q1-2009				\$ 13.87	40	\$ 554.80	\$ 13.87	5.8	\$ 80.45	\$ 287.23	\$ 283.23	\$ 143.62

TOTAL
\$ 1,888.47

\$ 1,109.60

\$ 554.80

\$ 80.45

\$ 143.62

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.00	80	\$ 1,040.00									
2008/ Q1-2009												

\$ 1,040.00

\$ -

\$ -

\$ -

TOTAL
\$ 1,040.00

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.77	80	\$ 1,101.60									
2008/ Q1-2009										\$ 618.38	\$ 618.38	\$ 309.19

\$ 1,101.60

\$ -

\$ -

\$ 309.19

MEDICAL		
Allowed	Incurred	Total
\$ 1,000.00	\$ 1,750.00	\$ 1,000.00

\$ 1,000.00

SUMMARY	
Backpay	\$ 1,101.60
Vacation	\$ -
Personal	\$ -
401-k	\$ 309.19
Medical	\$ 1,000.00
TOTAL	\$ 2,410.79

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.17	80	\$ 1,133.60									
2008/ Q1-2009										\$ 805.85	\$ 805.85	\$ 402.93

\$ 1,133.60

\$ -

\$ -

\$ 402.93

MEDICAL		
Allowed	Incurred	Total
\$ 1,000.00	\$ 1,687.74	\$ 1,000.00

\$ 1,000.00

SUMMARY	
Backpay	\$ 1,133.60
Vacation	\$ -
Personal	\$ -
401-k	\$ 402.93
Medical	\$ 1,000.00
TOTAL	\$ 2,536.53

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

TOTAL
\$ 1,089.60

\$ 1,089.60 \$ - \$ - \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

TOTAL
\$ 1,089.60

\$ 1,089.60 \$ - \$ - \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.77	80	\$ 1,101.60									
2008/ Q1-2009							\$ 13.77	0.05	\$ 0.69	\$ 499.95	\$ 499.95	\$ 249.98

TOTAL
\$ 1,352.27

\$ 1,101.60

\$ -

\$ 0.69

\$ 249.98

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.72	80	\$ 1,097.60									
2008/ Q1-2009										\$ 33.45	\$ 33.45	\$ 16.45

\$ 1,097.60

\$ -

\$ -

\$ 16.45

MEDICAL		
Allowed	Incurred	Total
\$ 2,500.00	\$ 4,647.65	\$ 2,500.00

\$ 2,500.00

AFLAC			
Policy	Weekly	Weeks	Total
ACE 125	\$ 5.49	12	\$ 65.88
Life	\$ 9.63	12	\$ 115.56
HSP 125	\$ 9.44	12	\$ 113.28
CAN 125	\$ 7.38	12	\$ 41.52
ST-DIS	\$ 3.46	12	\$ 88.56

\$ 424.80

SUMMARY	
Backpay	\$ 1,097.60
Vacation	\$ -
Personal	\$ -
401-k	\$ 16.45
Medical	\$ 2,500.00
Aflac	\$ 465.15
TOTAL	\$ 4,079.20

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

TOTAL
\$ 1,089.60

\$ 1,089.60 \$ - \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009				\$ 13.62	80	\$ 1,089.60				\$ 942.32	\$ 942.32	\$ 471.16

TOTAL
\$ 2,650.36

\$ 1,089.60

\$ 1,089.60

\$ -

\$ 1,089.60

\$ 471.16

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 16.27	80	\$ 1,301.60									
2008/ Q1-2009				\$ 16.27	152	\$ 2,473.04	\$ 16.27	23.25	\$ 378.28	\$ 1,531.93	\$ 1,531.93	\$ 765.97

TOTAL
\$ 4,918.89

\$ 1,301.60

\$ 2,473.04

\$ 378.28

\$ 765.97

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

\$ 1,089.60

\$ -

\$ -

\$ -

TOTAL

\$ 1,089.60

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 14.37	80	\$ 1,149.60									
2008/ Q1-2009							\$ 14.37	24	\$ 344.88			

TOTAL
\$ 1,494.48

\$ 1,149.60 \$ - \$ 344.88 \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 15.22	80	\$ 1,217.60									
2008/ Q1-2009												

\$ 1,217.60

\$

\$

\$

TOTAL
\$ 1,217.60

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

\$ 1,089.60

\$

\$

\$

TOTAL
\$ 1,089.60

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009				\$ 13.62	104	\$ 1,416.48	\$ 13.62	12.4	\$ 168.89			

TOTAL
\$ 2,674.97

\$ 1,089.60

\$ 1,416.48

\$ 168.89

\$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09	\$ 13.62	80	\$ 1,089.60									
2008/ Q1-2009												

TOTAL	\$ 1,089.60
--------------	--------------------

\$ 1,089.60 \$ - \$ - \$ -

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/16/09 - 3/20/09	\$ 14.92	80	\$ 1,193.60									
2008/ Q1-2009										\$ 590.07	\$ 590.07	\$ 295.04

\$ 1,193.60

\$ -

\$ -

\$ 295.04

MEDICAL		
Allowed	Incurred	Total
\$ 2,500.00	\$ 151.99	\$ 151.99

\$ 151.99

SUMMARY	
Backpay	\$ 1,193.60
Vacation	\$ -
Personal	\$ -
401-k	\$ 295.04
Medical	\$ 151.99
TOTAL	\$ 1,640.63

Earned/ Qtr. Due	BACKPAY			VACATION PAY			Personal Leave Pay			401-k Matching Contribution		
	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Wage Rate	Hours	Total	Contribution	8%	50% of 8%
3/6/09 - 3/20/09												
2008/ Q1-2009	\$ 14.22	40	\$ 568.80									
										\$ 1,135.11	\$ 1,135.11	\$ 567.56

TOTAL
\$ 1,136.36

\$ - \$ 568.80 \$ - \$ 567.56

Quarter - Year (Months)	DUES
Q4 - 2008 (November, December)	\$ 1,357.00
Q1 - 2009 (January & February)	\$ 1,188.06
TOTAL	\$ 2,545.06

**NATIONAL LABOR RELATIONS BOARD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-FIVE**

**HOLCOMB & HOKE
MANUFACTURING COMPANY, INC.**
Charged Party

Case: 25-CA-31014

and

**UNITED STEEL, PAPER & FORESTRY,
RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL &
SERVICE WORKERS INTERNATIONAL
UNION, AFL-CIO, CLC**
Charging Party

DATE OF MAILING: October 7, 2009

**AFFIDAVIT OF SERVICE OF: COMPLIANCE SPECIFICATION AND NOTICE OF
HEARING**

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

Mr. Vincent Herndon, President
Holcomb & Hoke Manufacturing Company, Inc.
1545 Van Buren Street
Indianapolis, IN 46203-4192
(7008 1830 0004 5874 1747)

Mr. Vincent L. Herndon
Co-Owner/President
716 S. Brune Court
New Palestine, IN 46163

Mr. Anthony Alfano
Organizing Counsel
United Steelworkers
1301 Texas Street, Room 200
Gary, IN 46402
(7008 1830 0004 5874 1754)

Mr. Paul Whitehead, General Counsel
United Steelworkers AFL-CIO-CLC
5 Gateway Center Room 807
Pittsburgh, PA 15222

Mr. Jeffrey B. Halbert
Stewart & Irwin, PC
251 East Ohio St., Ste. 1100
Indianapolis, IN 46204

USWA District 7 Subdistrict 3
United Steelworkers AFL-CIO, CLC
1301 Texas Street
Gary, IN 46402

Mr. Paul F Kortepeter
Registered Agent
8888 Keystone Crossing, Suite 1400
Indianapolis, IN 46240

Mr. Ronald C. Smith
Stewart & Irwin
251 E. Ohio Street, Suite 1100
Indianapolis, IN 46204

Subscribed and sworn before me

Paul L. Peltzer
DESIGNATED AGENT

this 7th day of October, 2009

R. Coleman
NATIONAL LABOR RELATIONS BOARD

Ronald C. Smith
Attorney at Law
Also admitted in North Carolina

Jeffrey B. Halbert
Attorney at Law

Telephone: 317-639-5454
Fax: 317-632-1319
Email: rsmith@silegal.com
jhalbert@silegal.com

October 14, 2009

Michael T. Beck
Field Attorney
National Labor Relations Board-Region 25
Minton-Capehart Federal Building
Room 238
Indianapolis, Indiana 46204

**Re: Holcomb & Hoke Mfg. Co., Inc. and United Steel, Paper & Forestry,
Rubber, Manufacturing, Energy, Allied Industrial & Service Workers
Int'l Union, AFL-CIO, CLC**
Case No: 25-CA-310414 Amended

Dear Mr. Beck:

As you know, the undersigned and the law firm of STEWART & IRWIN, P.C. are counsel for Steve Giese, one of the primary owners of Holcomb & Hoke Manufacturing Co., Inc. ("Holcomb & Hoke"). Please direct all future communications regarding this matter to our attention.

The purpose of this response is to our conversation on October 8, 2009 regarding the above-referenced matter. For purposes of background, in mid to late 2008, Holcomb & Hoke began losing substantial amounts of money due to adverse economic conditions. In or around mid-December 2008, Mid-Cap Bank advised Holcomb & Hoke that continued financing of the company which would allow it to meet its production needs. In January 2009, Mid-Cap Bank terminated its financing of the operation, forcing Mr. Giese and Holcomb & Hoke to seek out other financing to continue the business. These efforts were unsuccessful. Giese and Holcomb & Hoke also attempted to sell the company to a competitor in order to allow it to continue operations. These efforts proved to be futile. As a result, on February 6, 2009, Holcomb & Hoke ceased its operations. Thereafter, in April 2009, at the direction and instruction of Mid-Cap Bank, the assets of Holcomb & Hoke were sold at auction in an effort to meet specific creditor obligations. In terms of the overall liabilities of the company, Mid-Cap Bank holds a priority claim over all secured creditors subject to claims by the IRS and Indiana Department of Revenue.

October 14, 2009

Page 2

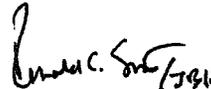
As set forth in your October 8, 2009 correspondence, Mr. Giese and Holcomb & Hoke agree to withdraw their prior Answer in this matter filed with the Board on September 10, 2009. In addition, it is the intention of Mr. Giese and Holcomb & Hoke to not contest the allegations set forth in the Order Consolidating Complaint and Compliance Specification, Compliance Specification and Order Scheduling Hearing dated October 7, 2009.

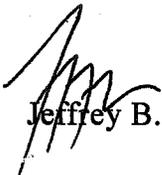
We thank you for your cooperation and assistance in this matter. If you should have any questions or concerns, please do not hesitate to contact our office.

Best regards.

Sincerely,

STEWART & IRWIN, P.C.


Ronald C. Smith


Jeffrey B. Halbert

c: S. Giese

si245846_1