

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

MVB CONTRACTING, INC. d/b/a BIRKEL ELECTRIC

Cases 14-CA-29586,
14-CA-29626,
14-CA-29699,
14-CA-29780, and
14-CA-29953

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matters, and subject to the approval of the Acting Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, **which may include Notices in more than one language as deemed appropriate by the Acting Regional Director**, the Charged Party will:

(1) Post in conspicuous places in and about its plant/office, including all places where notices to employees are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice made a part hereof, said Notices to be signed by Mike Birkel and the date of actual posting to be shown thereon;

(2) Duplicate and mail, at its own expense, a signed copy of the attached Notice to all current employees and former employees who were employed at any time since October 1, 2008. Such Notices will be signed by Mike Birkel, and the date of actual mailing shall be shown thereon. The Charged Party will furnish to the Acting Regional Director written confirmation as to the date of mailing together with a list of names and addresses of employees to whom Notices were mailed;

(3) Remove any and all references to the Carpenters from the Charged Party's web site; and

(4) Assemble all employees during work time during the posting period, and for the sole purpose for Mike Birkel to read such Notice to all electrical employees. If Mike Birkel is unwilling, or unable, to read the Notice it shall be read to employees by a Board agent. The Charged Party will furnish to the Acting Regional Director written confirmation as to the date of such assembled reading of the Notice and verification that all employees were present.

BACKPAY — The Charged Party will remit to the Region gross backpay, minus usual deductions, in the amounts set forth in Attachment A, within 30 days of approval of this Agreement.

REIMBURSEMENT OF DUES, FEES & OTHER ASSESSMENTS — The Charged Party will, jointly and severally with the Carpenters, within 14 days from approval of this Agreement, provide to the Region all records and documents necessary to determine the total amount of dues, supplemental dues, Market Recovery Fund contributions, initiation fees and vacation stamp deductions paid by or withheld from employees, resulting from the November 12, 2008 contract between the Charged Party and the Carpenters District Council. The Charged Party assumes joint and several liability, with the Carpenters, for the refund to employees of union dues, supplemental dues, Market Recovery Fund contributions, initiation fees, vacation stamp deductions and other assessments withheld from employees since November 12, 2008. The Charged Party will, jointly and severally with the Carpenters, make payment to the Region all such reimbursements due to employees, minus usual deductions, within 30 days of notification of the amount due. The amount of such reimbursements is to be calculated in accordance with standard Board formulae.

APPRENTICESHIP PROGRAM — The Charged Party will terminate its participation in the Carpenters' apprenticeship program (Associated Electrical Contractors of St. Louis/ Local Union 57 Joint Apprenticeship Program) by July 1, 2010, and immediately provide to the Office of Apprenticeship, U.S. Department of Labor and to the Carpenters Apprenticeship Program, written notification of such termination.

HEALTH & WELFARE BENEFITS — The Charged Party will implement its new group medical plan on July 1, 2010 and will, within 60 DAYS FROM APPROVAL OF THIS AGREEMENT, provide to the Region all records and documents showing:

(1) All bargaining unit employees have been enrolled in an employer sponsored group medical plan, which plan will be employees' primary plan, and which provides benefit coverage equivalent to the benefits that employees enjoyed under the Carpenters' Health and Welfare Trust Fund of St. Louis, with no lapse in coverage and at no additional cost to employees;

(2) Employee spouses and/or dependents are eligible for enrollment in such employer sponsored group medical plan on an equivalent basis as they were eligible to enroll in the Carpenters' Health and Welfare Trust Fund of St. Louis; and

(3) The Charged Party is providing to employees equivalent pension (401(k)), life insurance, disability insurance and other benefits as provided under the contract with the Carpenters.

EQUIVALENT COVERAGE GROUP MEDICAL PLAN — "Benefit coverage equivalent," as used herein, may include a combination of group medical plan insurance coverage and/or cash contributions by the Charged Party.

Specifically, the Charged Party agrees to assume the costs of the following differences in the extent of coverage between the Charged Party's Federated group medical plan (Employer's Plan), as presented and reviewed by the Acting Regional Director, and the Carpenters' Health and Welfare Trust Fund of St. Louis (CDC Plan):

(1) Deductibles: The Charged Party will pay all deductibles of the Employer's Plan for all covered individuals who incur covered expenses for covered services;

(2) Co-Insurance Payments: The Charged Party will pay all out-of-pocket coinsurance payments for covered expenses for covered individuals, up to both the in-network and out-of-network maximums of the Employer's plan, but only to the extent that such coinsurance payments exceed the coinsurance payments for such covered expenses as provided in the CDC Plan;

(3) Dental: The Charge Party will, for any covered individual who receives covered dental services, pay the difference between the cost for such services to covered individuals and the cost which covered individuals pay for the same covered dental services under the CDC Plan; and

(4) Eligibility: The Charged Party will ensure that employees remain eligible for coverage under the Employer's plan at the same terms as the CDC Plan while actively employed by the Charged Party and that any employee reinstated pursuant to this Agreement shall be eligible for coverage under the Employer's plan as if they had worked continuously for the Charged Party since their date of termination.

CASH CONTRIBUTIONS — The Charged Party will, within 30 days of receipt of a bill, invoice or explanation of benefits for covered services provided to a covered individual, and subject to all of the requirements of the above 'Equivalent Coverage Group Medical Plan' provision, pay directly to the provider (here "cash contributions") upon request, the deductible, co-insurance or dental expenses not covered by the Employer's Plan up to the level of coverage of the CDC Plan, but excluding amounts of any applicable co-insurance payments required under the CDC Plan. Such request may be made by, or on behalf of, a provider of covered services and/or any covered individual.

The Charged Party hereby agrees to indemnify employees, upon request, who directly pay any provider for any covered services for covered individuals in excess of that which the covered individual would have paid under the CDC Plan, but excluding amounts of any applicable co-insurance payments required under the CDC Plan. Such indemnity request must be made within three (3) calendar months after payment by them of such expenses.

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

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice. The new group medical plan and apprenticeship program are to be implemented on July 1, 2010.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

Attachment A to Settlement Agreement in Cases 14-CA-29685,
14-CA-29613, 14-CA-29699, 14-CA-29780 and 14-CA-29953

Tom Martin	-	\$ 4,330.49 <i>mvs</i>
Zack Wilbur	-	\$ 9,514.91 <i>mvs</i>
Josh Yates	-	\$ 4,160.21 <i>mvs</i>
Kevin Pursell	-	\$ 9,793.65 <i>mvs</i>
Willi Stroh	-	\$ 4,749.41 <i>mvs</i>

mvs 6/3/10

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your Employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT threaten, coerce, intimidate, or interrogate you because you support the IBEW.

WE WILL NOT ask if you attended an IBEW meeting, if you signed an IBEW authorization card, why you signed an IBEW card, instruct you to get the IBEW card back, or to give us the card you signed; ask you to report if employees are approached by the IBEW; repeatedly ask employees who support the IBEW to quit; tell you we don't want you if you support the IBEW; ask you what you told an agent of the National Labor Relations Board; imply that your IBEW union activities are under surveillance; imply that employees who support the IBEW are disloyal; imply that we will close our shop if you select the IBEW to represent you; imply that we have fired employees because they supported the IBEW; imply that employees will be terminated if the IBEW files a petition to represent you; imply that we are willing to commit unfair labor practices to keep the IBEW from representing you; interrogate you about your union activities and sympathies, or the union activities and sympathies of other employees; repeatedly threaten you with unspecified punishment if you support the IBEW; isolate IBEW supporters from other employees; threaten that selecting the IBEW is futile; solicit complaints about your job and promise to remedy them to discourage your support for the IBEW; tell you that recognizing the Carpenters as your collective-bargaining representative is inevitable; threaten to discharge employees who support the IBEW; tell you that raises are delayed to encourage your support of the Carpenters; or, that we will spend \$100,000 to fight the IBEW.

WE WILL NOT promise you a party or a raffle, or promise to grant you better pay, health benefits, vacation, holidays, training and other benefits in order to encourage you to support the Carpenters or sign a Carpenters' authorization card; and **WE WILL NOT** ask you to sign a petition to get rid of the union-security clause in a contract we have with a lawfully recognized union, including the Congress of Independent Unions, or assist you in filing a deauthorization petition with the Board.

WE WILL NOT terminate you or lay you off because of your activities on behalf of the IBEW, because of perceived activities on behalf of the IBEW, or because of your protected concerted activities.

WE WILL NOT assist, recognize, or negotiate with the Carpenters unless and until they are certified by the Board as your collective-bargaining representative.

WE WILL NOT assist the Carpenters in obtaining union authorization cards from you by coercing, threatening, or intimidating you, and **WE WILL NOT** ask you to sign an authorization card for the Carpenters.

WE WILL NOT give effect to our contract with the Carpenters, or an extension, renewal or modification thereof, unless and until the Carpenters' Union is certified by the Board as your collective-bargaining representative; provided, however, that nothing herein shall authorize or require us to vary, eliminate or withdraw any wage increase, vacation pay, benefits, or other terms of employment that were established as a result of such contract.

WE WILL NOT discharge employees who refuse to sign a promissory note for the Carpenters apprenticeship program unless and until the Carpenters' Union is certified to represent you.

WE WILL NOT, in any like or related manner, interfere with your rights under Section 7 of the National Labor Relations Act, which rights are fully detailed at www.nlrb.gov.

WE WILL NOT withhold from your pay union dues, vacation, market recovery money, or other assessments which have been required by our contract with the Carpenters, or pay to the Carpenters any dues, vacation, market recovery, or other assessments which have been deducted from your pay.

WE WILL withdraw and withhold recognition from the Carpenters' Union as your exclusive collective-bargaining representative unless and until it has been certified by the Board; and **WE WILL** render the collective bargaining agreement with the Carpenters null and void.

WE WILL, jointly and severally with the Carpenters, make whole all present and former employees for all initiation fees, dues, supplemental dues, market recovery funds and initiation fees paid by them or withheld from them pursuant to the terms of the dues check-off and union-security provisions of our contract with the Carpenters.

WE WILL, jointly and severally with the Carpenters, make whole all employees for all vacation stamp deductions made as a result of our contract with the Carpenters, minus the value of any vacation time you have taken during the contract's term.

WE WILL terminate our participation in the Carpenters' apprenticeship program, and **WE WILL** provide to the Office of Apprenticeship, U.S. Department of Labor and the Carpenter's Apprenticeship Program written notification of such termination.

WE WILL remove from our website and all other printed and posted materials any reference to our company being affiliated with the Carpenters, including Local 57.

WE WILL provide and enroll you in alternative benefits coverage equivalent to the coverage that employees, spouses and dependents enjoyed under the Carpenters' plans, including pension (401(k)), medical, hospital, prescription drug, dental, vision, life insurance, short term disability, accidental death and dismemberment and other insurance benefits, and **WE WILL** ensure that there is no lapse in coverage or additional cost to you.

WE WILL make Josh Yates, Zack Wilber, Kevin Pursell, Willi Stroh and Tom Martin whole for any loss of pay they may have suffered as a result of their unlawful discharges.

WE WILL remove from our files any reference to the unlawful discharges of Josh Yates, Zack Wilber, Kevin Pursell, Willi Stroh and Tom Martin, and **WE WILL** notify them in writing that this has been done and that the discharge will not be used against them in any way.

WE WILL reinstate Willi Stroh to his former job, and if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE HAVE offered reinstatement to Josh Yates, Zack Wilber, Kevin Pursell, and Tom Martin, and **WE WILL**, upon their unconditional offer to return to work from an unfair labor practice strike, immediately reinstate Josh Yates, Zack Wilber, Kevin Pursell, and Tom Martin to their former jobs and if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL provide to the IBEW, upon request and for a period of 60 days, with the names and addresses of all current employees.

MVB CONTRACTING, D/B/A BIRKEL ELECTRIC

Dated: 5/26/10 By: Mike Birkel Vice President
(Representative) (Title)

1222 Spruce Street, Room 8.302 Telephone: (314) 539-7780
St. Louis, MO 63103-2839 Hours of Operation: 8 a.m. to 4:30 p.m.
1-866-667-NLRB (1-866-667-6572)

HEARING IMPAIRED PERSONS MAY CALL
1-866-315-NLRB (1-866-315-6572)