

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**

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VENUE TRADING CO. D/B/A TRADE
SHOW SUPPLY

-and-

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
LOCAL 835, AFL-CIO

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12-CA-074022

EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

Pursuant to Section 102.46 of the Board’s Rules and Regulations, Venue Trading Co., d/b/a Trade Show Supply (herein after “Trade Show” or “Respondent”), by and through the undersigned counsel, files Exceptions to the September 20th Decision of the Administrative Law Judge (“ALJ”) in the above captioned matter as follows.

1. The ALJ erred as a matter of law when he misapplied the Board’s standard for requesting information about employees outside of the bargaining unit to the facts in this case (ALJ Decision, p. 7, line 40 through p. 8, line 7).

2. The ALJ erred as a matter of law when he concluded that the Union’s suspicions based upon a drop in referrals and “job site observations and employee reports” about the Respondent’s overuse of staff employees constituted a legally sufficient basis for the Charging Party’s September 8, 2011 information request (ALJ Decision, p. 7, lines 18-19) because his conclusion is contrary to recent Board case law that requires sufficient objective evidence of a contract violation and not mere suspicion and such objective evidence is not supported by the record.

3. The ALJ erred when he concluded that the Charging Party sought the information requested in General Counsel's Exhibit 8 in order to assess whether the Respondent was complying with the 2011-2014 collective bargaining agreement's limitation on "temporary employees, a cap on staff employees usage, and wage and benefit provisions" (ALJ Decision, p. 6, lines 34-37) because such limitations do not exist in General Counsel's Exhibits 3 and 4 and/or his conclusion is contrary to existing Board law based on the facts in this record.

4. The ALJ erred when he concluded that "contact information and tenure dates would have permitted the Union to independently investigate Trade Show's compliance with the rule that it was only permitted to use 15 staff employees at a job site." (ALJ Decision, p. 7, lines 14-17) because neither the contact information nor the tenure dates show how many staff employees worked on a particular job.

5. The ALJ erred when he concluded that the Charging Party provided rationale for its September 8, 2011 information request in two 2010 letters it sent (ALJ Decision, p. 6, lines 36-37) (General Counsel's Exhibits 5 and 6) because his conclusion is contrary to the record evidence (Tr. 110-111, 147) and/or is not supported by existing Board law setting forth the standards that are applicable to non-bargaining unit employees.

6. The ALJ erred when he concluded that the Charging Party was entitled to wage and benefit information "in order to evaluate whether it should file a grievance about these matters," (ALJ Decision, p. 7, lines 23-36) because he ignored evidence that no such grievance was permissible under the 2011-2014 collective bargaining agreement (General Counsel's Exhibit 4) (Tr. 126) and misapplied existing Board law setting forth the standards under which a Union is legally entitled to information about non-bargaining unit employees, given the facts in this record.

7. The ALJ erred when he concluded that the Union's September 8, 2011 information request would have permitted it to determine whether the Respondent was improperly using temporary agency employees (ALJ Decision, p. 7, lines 3-8) because there is no reference to "agency" employees in the record and, more significantly, his conclusion is contrary to both the evidence in the transcript (Tr. 95, lines 10-21) and General Counsel's Exhibits 3 and 4.

8. The ALJ erred by confusing service of the charge by the Region with service of the charge by the Charging Party and erroneously concluding that the Respondent claimed it never received the charge (ALJ Decision, p.1: Footnote 1), (Tr. 147).

9. The ALJ misread the record when he concluded that Respondent's witness, Christopher Griffin, testified that Respondent never received a copy of the charge (General Counsel's Exhibit 1) and erroneously discredited him on this point (ALJ Decision, p. 1: Footnote 1), (Tr. 147).

10. The ALJ erred as a matter of law by not dismissing the complaint because the Charging Party never served the charge (General Counsel's Exhibit 1(a)) on the Respondent (ALJ Decision, p. 1: Footnote 1), (Tr. 147) and because his failure to do so is contrary to both 29 CFR 102.14(a) of the Board's regulations and existing Board law.

11. The ALJ erred as a matter of law when he concluded that the Respondent violated Sections 8(a)(1) and 8(a)(5) of the Act by not complying with the Charging Party's September 8, 2011 information request (General Counsel's Exhibit 8) (ALJ Decision, p. 8, lines 24-25).

12. The ALJ erred as a matter of law by ordering the remedy he did (ALJ Decision, p. 8, lines 32-38).


13. The ALJ erred as a matter of law by ordering Respondent to cease and desist from certain actions and to affirmatively comply with other actions (ALJ Decision, lines 1 to 43).

For the foregoing reasons and the reasons and arguments set forth in Respondent's Brief in Support of Exceptions to the ALJ's Decision, Respondent respectfully requests that its exceptions be sustained and the complaint be dismissed.

Dated this 18th day of October, 2012.

Venue Trading Co.
d/b/a Trade Show Supply

By Its Attorney

A handwritten signature in black ink, appearing to read "Thomas Royall Smith", written over a horizontal line.

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CERTIFICATE OF SERVICE

This is to certify that the following parties have been served this 18th day of October with a copy of Respondent's Exceptions to the Decision of the Administrative Law Judge by electronic mail (or e-filing):

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