

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

SHO-ME POWER ELECTRIC COOPERATIVE)	
)	
Employer,)	
)	Cases 14-CA-097071
and)	
)	
INTERNATIONAL BROTHERHOOD OF)	
ELECTRICAL WORKERS LOCAL UNION)	
NO. 53, AFL-CIO)	
)	
Union.)	

**CHARGING PARTY’S ANSWER TO
RESPONDENT’S EXCEPTIONS TO THE ADMINISTRATIVE
LAW JUDGE’S DECISION AND BRIEF IN SUPPORT**

COMES NOW the Charging Party, International Brotherhood of Electrical Workers Local Union No. 53 (“Charging Party” or “Union”), by and through their attorneys of record, and pursuant to Section 102.46(d) of the Board’s Rules and Regulations, submits the following Answer to Respondent’s Exceptions.

ANSWER TO RESPONDENT’S EXCEPTIONS

I. Answer to Exceptions Taken to Questions of Fact.

1. The Respondent argues that decisions on information requests are the province of the arbitrator. Contrary to Respondent’s assertion, the Board has jurisdiction over arbitral matters, and is not bound to defer information requests to an arbitrator. The Board has a long standing policy that it is not bound to defer information requests to arbitration. Moreover, Respondent misconstrues the Union’s position with regard to its information request, by limiting the relevancy to the request solely to a pending arbitration. The Union proffered additional

reasons for the necessity of the information, which have been conveniently ignored by the Respondent. As such, Respondent's exception has no merit.

2. Respondent argues that the Administrative Law Judge has improperly applied the applicable case-law related to the Union's burden in establishing the relevance of its information request. Respondent's Exception is based on a flawed understanding of relevant case-law. In reality, the Administrative Law Judge cited and properly applied well-established precedent governing the instant controversy.

3. Respondent argues that the Administrative Law Judge erred by not finding the requested information was overbroad. The fact that a union may ask an employer for a large volume of information does not, by itself, render that request "overbroad" so as to relieve the employer from the duty to provide that information where, as here, the information is relevant and necessary to the union's performance of its bargaining duties. If an employer declines to supply relevant information on the grounds that it would be unduly burdensome to do so; the employer must not only timely raise this objection with the union, but also must substantiate its defense. Respondent never advised the Union that its request was ambiguous, and never sought clarification from the union in order to narrow the request. Again, Respondent misconstrues applicable case-law and legal precedent.

4. Respondent's fourth, and final, Exception is nothing more than a general summation of its issues with the Administrative Law Judge's *Order*. The *Order* issued by the Administrative Law Judge is appropriate based on the violations committed by Respondent.

STATEMENT OF THE FACTS

III. Factual Background

i. Relevant Contractual Provisions.

The Union and SHO-ME Electric Cooperative (“Respondent”) have a long-standing collective bargaining relationship, dating back to the Union’s original certification in 1951. GC-2, p. 2; TR 15:20. The current contract between the parties became effective on September 25, 2012, and expires on June 30, 2014. GC-2. Both the current and predecessor contracts contain language limiting the rights of Respondent to subcontract bargaining unit work. GC-2, p.3. Those limitations, contained in Article II, Section 2, state as follows:

- a) The employer pledges its good faith effort to cause unit work to be done by unit personnel. Notwithstanding this commitment, non-bargaining unit employees and contractors may from time to time perform bargaining unit work to promote efficient operations of the cooperative. Such work will not be performed in such amount, frequency or duration so as to cause a bargaining unit employee to be laid off or to reduce the employee’s work week to less than forth (40) hours.
- b) In addition, the Employer shall have the right to continue its present practice of contracting for the construction of electric transmission lines, substations, and related facilities. It shall not do so for the purpose of laying off its regular employees.

Like the current contract, the predecessor contract between the parties contained restrictions on subcontracting. GC-3. The predecessor contract states as follows:

- a) Non-bargaining unit employees may perform bargaining unit work in cases of emergency; training of employees; when failure to perform the work would create a danger of damage to Employer or customer property or injury to any person; or would result in interruption of service. However, it is agreed such work will not be performed in amounts so as to cause a bargaining unit employee to be laid off, or does not reduce the employee’s work week to less than forth (40) hours.
- b) In addition, the Employer shall have the right to continue its present practice of contracting for the construction of electric transmission lines, substations, and related facilities. It shall not do so for the purpose of laying off its regular employees.

In addition to the above-referenced contract language the parties, in 2009, entered into a grievance settlement concerning the subcontracting of certain work. GC-4. The specific grievance pertained to work performed by Fidelity, a subcontractor of Respondent, however the settlement was global in nature and pertained to any of Respondent's subcontractors. The 2009 settlement contained three provisions: (1) limiting Fidelity or an equivalent contractor to 200 hours per year for trouble and emergency calls; (2) permitting Fidelity or any other contractor to continue the practice of performing new construction and new turn-ups; and (3) all planned maintenance in the Cuba service are would be performed by bargaining unit technicians. GC-4.

ii. The Union's Request for Information.

On August 7, 2012, Union Representative Dexter Drerup sent a request for information to Ms. Rebecca Gunn, Respondent's Manager of Human Resources. GC-5. The information requested by the Union included a request for a list of contractors performing work on Respondent's property, including the name, hours and type of work being performed. GC-5. On August 7, 2012, Respondent – through its counsel Rodric Widger – responded to Mr. Drerup's request for information. GC-6. At no point, between August 7, 2012 and the current time has Respondent provided documents responsive to the Union's request.

Subsequent to Mr. Drerup's request and Mr. Widger's response, the respective attorneys for both parties engaged in a series of correspondences regarding the Union's request for information. In several written correspondences, then Union Counsel Dick Waers, asserted the Union's position for why the information was necessary and relevant. In a December 5, 2012, correspondence, Mr. Waers stated as follows:

“The relevance is twofold. First, we have a pending grievance concerning the XG52 Project. When weighing the propriety of subcontracting, arbitrators frequently look to the frequency of subcontracting by the employer. Second, the cba includes limitations on subcontracting. In administering the cba, the union has a right to investigate to determine if additional violations of the subcontracting provisions have occurred.”

GC-8, p. 6. Mr. Waers reiterated the Union’s position in a December 18, 2012 correspondence to Mr. Widger, in which he stated, in part, the following:

“The union’s right to information extends both to grievance processing and administering and enforcing the collective bargaining agreement... The relevance of our information request is clear. Article II of the cba gives the employer the right to subcontract certain work. Otherwise, subcontracting is prohibited. The relevance of our request is to determine if subcontracting by your client is for one of the reasons permitted under the cba. If not, the union’s position is that said subcontracting violates the cba. The union needs that information to determine if a contractual breach has occurred. The union cannot make that determination without information concerning the subcontracting. Further, with respect to the XG project, again the information is relevant so that the union can determine the extent of employer subcontracting. We do not wish to schedule the XG arbitration until your client provides us with the information that we requested.

GC-8, p. 2-3. For his part, counsel for Respondent asserted, in part, that “the demand for a list of contractors is not relevant to the current grievance” and “The Union has not secured a contractual right to have a “contractor list”.” GC-8, p. 3-4.

At hearing, Union Representative Dexter Drerup testified that the impetus for making the information request was two-fold. First, at his monthly union meetings with Respondent employees, Mr. Drerup was being told by these employees that Respondent was subcontracting bargaining unit work; work that had traditionally been done by bargaining unit employees. TR 26:6-15. Second, As Mr. Drerup explained, the Union and Respondent currently have a grievance – commonly referred to as the “XG-52” grievance – that is pending arbitration. That grievance specifically deals with the subcontracting of bargaining unit work. 29:2-10. Mr.

Drerup stated that the information requested was necessary for the adjudication of the XG-52 grievance. TR 26:16-18; 33:18-25; 35:8-19.

**ANALYSIS IN SUPPORT OF THE
ADMINISTRATIVE LAW JUDGE’S DECISION**

I. Deferral Is Not Appropriate.

The Respondent argues that decisions on information requests are the province of the arbitrator. This contention stands in stark contrast to well-established precedent and Board policy. As stated in *Shaw’s Supermarkets, Inc.*, 339 NLRB 871, (2003), “The Board has a longstanding policy of nondeferral to arbitration in information request cases.” *Shaw’s Supermarkets, Inc.*, 339 NLRB at 871 (citing, *General Dynamics Corp.*, 270 NLRB 829, 829, 834-36 (1984)). As the Administrative Law Judge (“ALJ”) accurately stated, the only allegation in the instant matter is the Respondent’s refusal to provide information requested by the Union. Respondent has, through its Exceptions, requested the Board to overturn years of well-established legal precedent; however, Respondent has failed to articulate a cogent rationale to support overturning this well-founded legal precedent. As such, deferral is not appropriate.

Significantly, the Respondent has attempted to misconstrue the instant matter to one solely related to the arbitration of a pending grievance. Respondent’s attempt to frame the issue before in such a manner is misleading. The Union’s request for information was not made solely to advance the Union’s pending grievance, but, as hearing testimony established, was made in order for the Union to enforce the subcontracting terms of the contract and a prior settlement related to subcontracting of work. Respondent’s demand to have this matter deferred to arbitration is an improper attempt to augment the power and authority of an arbitrator, at the expense of the Board and the Act.

II. The Union Established Relevance.

The Respondent has attempted to confuse well-settled legal precedent and create a new standard of relevance for information requests. Respondent attempts to couch its newly theorized standards in terms of “evidentiary relevance.” Respondent’s theory of “evidentiary relevance” is unfounded and stands in contrast to well-established case-law. Again, Respondent asks the Board to abandon its well-formulated legal precedent, in favor of a theory that has no basis in the law or in the practical application of a collective bargaining relationship.

The case law concerning the duty to furnish information is well settled. Section 8(a)(5) of the Act imposes on an employer the “general obligation” to furnish a union with relevant information necessary to the union's proper performance of its duties as the collective-bargaining representative of its employees. Thus, an employer has the statutory obligation to provide on request, relevant information that the union needs for the proper performance of its duties as collective-bargaining representative. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436 (1967); *Detroit Edison Co. v. NLRB*, 440 U.S. 301 (1979). This includes the decision to file or process grievances. *Beth Abraham Health Services*, 332 NLRB 1234 (2000).

Where the union's request is for information pertaining to employees in the bargaining unit that information is presumptively relevant and the respondent must provide the information. *Certco Distribution Centers*, 346 NLRB 1214, 1215 (2006); *AK Steel Corp.*, 324 NLRB 173, 183 (1997). Where the requested information pertains to employees or matters outside the bargaining unit, the union has the burden of demonstrating the relevance of such information. *National Broadcasting Company*, 352 NLRB 90, 97 (2008); *Dodger Theatrical Holdings*, 347 NLRB 953, 967 (2006).

The standard for relevancy is “a liberal discovery type standard.” *Acme Industrial*, supra at 437. The information need not be dispositive of the issues between the parties, but must merely have some bearing on it, (*Pennsylvania Power & Light Co.*, 301 NLRB 1104, 1105 (1991)), or be of use to the union in carrying out its statutory duties and responsibilities. *National Broadcasting*, supra at 97. As the Board summarized in *Wisconsin Bell Co.*, 346 NLRB 62 (2005), “the union’s burden is not an exceptionally heavy one, requiring only a showing of a probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities.” *Wisconsin Bell Co.*, supra at 54 (citations omitted).

The Board has specifically sanctioned a union’s request for information pertaining to subcontracting as part of the union’s obligation to police the contract. *Chrysler, LLC* 354 NLRB No. 128 (2010); *Public Service of Colorado*, 301 NLRB 238 (1991). Where the union is obligated to establish relevance, it need only demonstrate a reasonable belief based on objective facts that the requested information is relevant. *Disneyland Park*, 350 NLRB 1256, 1258 (2007); *Dodger Theatrical*, supra, 347 NLRB at 367. This minimal burden can be established in two ways: (1) the union demonstrated the relevance of the information; or (2) the relevance of the information should have been apparent to the employer under the circumstances. *Disneyland Park*, supra at 1258.

In *AK Steel Corp.*, 324 NLRB 173 (1997) the Board stated that “[D]ocumentary information requested to enable the Union to assess whether the Respondent has violated the collective-bargaining agreement by its method of contracting out bargaining unit work and, accordingly, to assist the Union in deciding whether to resort to the contractual grievance

procedure, is relevant to the Union's representative status and responsibilities." *AK Steel Corp.*, 324 NLRB 173, 184 (1997), citing *Island Creek Coal Co.*, 292 NLRB 480, 491 (1989).

In general, the Board and the courts have held that information that aids the arbitral process is relevant and should be provided. *Pennsylvania Power Co.*, 301 NLRB at 1105. "An employer must furnish information that is of even probable or potential relevance to the union's duties." *Jacksonville Area Association for Retarded Citizens*, 316 NLRB 338, 339-40 (1995). Moreover, "a union has the right and the responsibility to frame the issue and advance whatever contentions it believes may advance to successful resolution of a grievance." *Jacksonville*, *supra* at 340.

In *Ohio Power Co.*, 216 NLRB 987 (1975), the Respondent's contention that the information would not be beneficial in processing the grievance, was refuted and given no weight. *Ohio Power*, 216 NLRB 9817 at 955 ("As a further reason for not being required to produce the information requested, the Respondent says that the information would not be useful or helpful in processing the grievances. That proposition however, is one for presentation in the grievance procedure."). Thus, the Board does not pass on the merits of the union's grievance, or assertion that the employer may have violated its contract in assessing whether information relating to the processing of a grievance is relevant. *National Broadcasting*, *supra*, at 97; *Certco Distribution Center*, *supra*, at 1215; *Shoppers Food Warehouse*, 315 NLRB 258, 259 (1994).

In establishing the relevance of its request, the Union need only demonstrate a reasonable belief based on objective facts that the requested information is relevant. Thus the Union must only establish "a probability that the desired information is relevant, and that it would be of use the union in carrying out its statutory duties and responsibilities." *Wisconsin Bell Co.*, 346 NLRB

52 at 54 (2005). The Union provided two central rationales establishing the relevancy of its request, either of which, standing alone, is sufficient to carry its burden.

i. Relevance to Enforcement of the Collective Bargaining Agreement.

The Union has asserted that the information is necessary to enforce contractual terms related to the subcontracting of work. This includes both the 2009 and 2012 contracts, as well as, the 2009 Settlement Agreement. The Union has a legal duty to enforce the terms of its contracts and protect the contractually secured rights of individuals in the bargaining unit. As outlined above, both the 2009 and 2012 collective bargaining agreements entered into between the Union and Respondent contain subcontracting provisions. The request for information was clearly valid and relevant pursuant to the language in both contracts.

In *Public Service Company of Colorado*, the Board adopted the Administrative Law Judge's holding which found requested information relevant where "the Union, consonant with its duty to police the collective-bargaining agreement, sought to determine if two or more articles of the agreement were violated by the subcontracting of work which it believed could, and perhaps should have been done by unit members..." *Public Service Company of Colorado*, supra at 246. Similarly, in the instant case, the Union sought to determine whether subcontracting provisions had been violated by Respondent.

The request for information was actually made while the 2009 contract was in effect. That being stated, the request is valid pursuant to the language in both the 2009 and 2012 contracts. Both contracts contain clauses restricting the subcontracting of bargaining unit work. See GC-2 & GC-3 at Article II, Section 2a). In each contract this language is different, in that it has a different qualifier for the subcontracting of work. The 2009 contract asserts that work may be subcontracted in cases of emergency, training of employees, where the failure to perform the

work would create a danger of damage to property or injury to any person or would result in the interruption of service. GC-3. The 2012 contract states that “The employer pledges its good faith effort to cause unit work to be done by unit personnel.” GC-2, p. 3. The Union, in order to police these expansive restrictions on the subcontracting of work, must have access to information related to contractors employed by Respondent. Without the access to such information these contractual provisions would be rendered nugatory.

As stated in *Disneyland Parks*, the Board held that the union and General Counsel can establish that the union has met its minimal burden in one of two ways: (1) the union demonstrated the relevance of the information; or (2) the relevance of the information should have been apparent to the employer under the circumstances. *Disneyland Park*, supra at 1258. The Union’s request for information satisfies, not just one, but both of the *Disneyland Park* tests.

The Union has proven its need to decide whether contractual violations have taken place and therefore, has met its burden in establishing relevancy of its requests. In addition, under the circumstances, the relevance of the requested information was apparent to the Respondent. Respondent is clearly aware of the existence of the limitations set forth in the parties' collective bargaining agreements and grievance settlement. After all, it negotiated those agreements. In addition, it is also aware that the Union had attained information that led it to believe Respondent was violating the terms of those agreements. Finally, the context of these requests is significant. All of this is taking place while the parties have a pending arbitration concerning improper. The Union’s request does not exist in a vacuum. Respondent cannot truthfully assert that it was unaware why the Union would be making this request for information.

The instant case is analogous to *Chrysler LLC* where the Board found that the employer violated the Act when it failed to comply with the union's request for information related to the

outsourcing of bargaining unit work. There the union cited to memoranda of understanding within the parties' collective bargaining agreement related to subcontracting. *Id.* The Union's request was made "primarily to determine whether the Company's use of outsourcing violated any provisions of the collective-bargaining agreement, particularly with respect to performance of bargaining unit work." *Id.* As Respondent has done in the instant case, the employer in *Chrysler* also argued that the union failed to establish the relevance of its requested information. The ALJ citing *Disneyland Park*, found, "[H]ere, the RFI's referenced specific MOU's in the collective bargaining agreement, requested certain types of information, and stated that the Union sought the information for, inter alia, possible grievances." *Chrysler* at slip op. 10. As a result, the Board found that the union's request was relevant. The facts in the instant case track those in *Chrysler*.

In the instant case, the Union has the right to test the subcontracting done by the Respondent to determine if it has been done in good faith and to adjudicate and weight the merits of the instant grievance.

ii. Relevance to the XG-52 Grievance.

The Union asserted that the information requested was necessary for the adjudication of the XG-52 grievance. As held in *Ohio Power Co.*, 216 NLRB 987 (1975), *whether* the information would be found relevant or persuasive in the adjudication of the XG-52 grievance is an issue "for presentation in the grievance procedure." See *Ohio Power*, *supra* at 995. Relevant precedent establishes that the Union only need establish that the information is of some probable or potential relevance to the Union. See *Jacksonville Area Association for Retarded Citizens*, 316 NLRB 338, 338-40 (1995). *Wisconsin Bell Co.*, *supra* at 54. As stated in *Jacksonville*, "a union

has the right and the responsibility to frame the issue and advance whatever contentions it believes may advance to successful resolution of a grievance.” *Id.* at 340.

As asserted by Union Counsel Dick Waers, “when weighing the propriety of subcontracting, arbitrators frequently look to the frequency of subcontracting by the employer.” GC-8, p. 6. At hearing, Mr. Drerup corroborated the statements of Mr. Waers. Mr. Drerup testified that “if they are setting a pattern of awarding work to subcontractors that traditionally belongs to the bargaining unit employees, then I believe that will strengthen my case in front of an arbitrator on a particular grievance.” TR 35:9-13. The Union has proffered a legitimate rationale supporting the relevance of the requested information for the XG-52 grievance and arbitration.

III. The Union’s Request Was Not Overbroad.

Respondent argues that the Union’s request for information was over-broad. In response to a valid request for information, an employer may not simply assert that the information requested is overbroad, unduly burdensome or that the requested information is not in its possession or is unavailable. An employer’s obligation to furnish information is not relieved by a simple assertion that an information request is overly broad to the point of being burdensome. See *Garcia Trucking Service, Inc.*, 342 NLRB 764 (2004); *Pulaski Construction Co.*, 345 NLRB 932, 938 (2005). In asserting that a request is unduly burdensome, an employer must establish that the expense, labor, and or resources required fulfilling the request rise to the level of burdensome. *Id.*

The Board has held that an employer must provide the information in its possession, make a reasonable effort to secure any unavailable information, and, if any information remains unavailable, explain and document the reasons for its continued unavailability. *Garcia Trucking*

Service, Inc., 342 NLRB 764 (2004). Where the information is in the possession of a third party with whom the employer has a business relationship the employer has a duty to obtain the requested information from that third party. *United Graphics Inc.*, 281 NLRB 463, 466 (1986); *Int'l Brotherhood of Firemen and Oilers, Local No. 288*, 302 NLRB 1008 (1991). In *Arch of West Virginia, Inc.*, 304 NLRB 1089 (1991) the Board held that where an employer has not demonstrated that it requested any information not in its possession and such information was refused by the third party, it failed to demonstrate that the information was unavailable. *Arch of West Virginia*, supra at fn.1.

Respondent argues that it should not have to produce information that it deems irrelevant. The very point of the matter is that the Union need not, and should not, accept Respondent's conclusions as to what is, and what is not, bargaining unit work. That is one of the reasons why the Union needs all the information requested. So that it can analyze it and come to a conclusion regarding whether it believes Respondent has violated the contract. If the Union was to simply accept Respondent's conclusions and interpretations then the Union itself would serve little purpose.

As stated in *Pulaski*, the fact that a union may ask an employer for a large volume of information does not, by itself, render that request "overbroad" so as to relieve the employer from the duty to provide that information where, as here, the information is relevant and necessary to the union's performance of its bargaining duties. If an employer declines to supply relevant information on the grounds that it would be unduly burdensome to do so; the employer must not only timely raise this objection with the union, but also must substantiate its defense. Respondent has done neither. Respondent never advised the Union that its request was ambiguous, and never sought clarification from the union in order to narrow the request. Nor did

Respondent substantiate at the hearing, in any quantifiable way, the time, expense, or resources it would have to expend in order to comply with the request. See *Goodyear Atomic Corp.*, 266 NLRB 890, 891 (1983), *enfd.* 738 F.2d 155 (6th Cir. 1984). The fact that production of the information may impose strains on Respondent does not outweigh the union's right to the information requested. *H.J. Scheirich Co.*, 300 NLRB 687, 689 (1990).

Respondent has made no effort to secure any information it asserts is unavailable as it is required to do. Moreover, Respondent has not explained or documented any the reasons for the unavailability of the information. See *Garcia Trucking Service, Inc.*, 342 NLRB 764 (2004). Furthermore, in the instant case, it is apparent that the information requested by the Union is in the possession of third parties with whom Respondent has a business relationship. Therefore, Respondent has a duty to obtain the requested information from that third party. See *United Graphics Inc.*, 281 NLRB 463, 466 (1986); *Int'l Brotherhood of Firemen and Oilers, Local No. 288*, 302 NLRB 1008 (1991). In fact, Respondent has established its ability to produce the information requested by the Union. Ms. Rebecca Gunn testified that Respondent tracks the hours of Fidelity in order to monitor the 2009 settlement agreement. TR 60:5-13; 62:9-63:8.

If Respondent is able to attain information from Fidelity, then it stands to reason they could attain the information from other subcontractors. Further, since the 2009 Settlement Agreement applies to all subcontractors, not just Fidelity, it stands to reason that Respondent would be obligated to track the hours of all subcontractors and not just Fidelity. Moreover, it stands to reason that if Respondent enters into an agreement limiting the subcontracting of work based on a specific number of hours, then it would have the ability to track the hours worked of subcontractors. Otherwise, how could it possibly comply with the 2009 Settlement Agreement, which is predicated, in substantial part, on the actual number of hours worked by subcontractors.

IV. The ALJ's Remedy Was Proper and Not an Abrogation of Respondent's Rights.

For its final exception, Respondent lets fly a series of unsubstantiated allegations toward the ALJ, alleging that she was "biased" and has acted "unlawfully". Respondent cites no case law or legal precedent in support of its final Exception. In fact, its fourth and final exception is nothing more than another iteration of Respondent's belief that it has been wronged by the ALJ's application of legal precedent.

Having found that the Respondent violated the Act by failing to provide the requested information, the ALJ's remedy states that the Respondent must produce all information responsive to the Union's request of August 7, 2012 and subsequent dates. Those subsequent dates are well-known to the parties, as Respondent cited the series of exchanges between the parties in its own pleadings in this case. Having found Respondent to have violated the Act, the ALJ's remedy was not only an appropriate remedy, but it was the only appropriate remedy. Respondent attempts to argue that the information it should be required to provide be more limited. Such a limitation would only allow the Respondent to benefit from its illegal conduct. Such a result would be a manifest injustice and would not serve to advance the purposes of the Act.

CONCLUSION

The Respondent's Exceptions have no merit. Respondent's positions are consistent in one important respect, it does not believe a Union has a right to adjust grievances or enforce the terms and conditions of a collective bargaining agreement. Fortunately, Respondent's position stands in stark contrast to the case-law related to this matter. The Union does have a right to information related to subcontracting. In the instant case, the Union requested such information and provided ample explanation for the relevance of its request.

Respondent's refusal to furnish the Union with requested information related to subcontractors was a violation of Sections 8(a)(1) and (5) of the Act. Respondent has proffered no evidence to support overturning the Administrative Law Judge's decision. Accordingly, the Charging Party requests that the ALJ's decision finding Respondent to have violated Sections 8(a)(1) and (5) of the Act be upheld in its entirety.

Respectfully Submitted,

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ATTORNEYS FOR CHARGING PARTY

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was served on this day September 3, 2013, upon all parties to the above cause either through the NLRB's E-Filing and/or by service to each of the attorneys of record via Electronic Mail, on the following:

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