

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 25

STERETT CRANE & RIGGING, LLC

and

Case 25-CA-237121

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 181, a/w INTERNATIONAL
UNION OF OPERATING ENGINEERS, AFL-CIO

GENERAL COUNSEL'S BRIEF
TO THE ADMINISTRATIVE LAW JUDGE

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Comes now Counsel for the General Counsel and respectfully submits this General Counsel's Brief to the Administrative Law Judge in support of the General Counsel's position in the cause herein. For the reasons stated below, the General Counsel asserts that Sterett Crane & Rigging, LLC ("Respondent") has violated Section 8(a)(1) and (5) of the Act by failing and refusing to timely furnish the International Union of Operating Engineers, Local 181 (the "Union") with information it had requested in its role as the collective-bargaining representative of Respondent's employees.

I. INTRODUCTION

Respondent and the Union have a long-standing bargaining relationship under an established collective-bargaining agreement. When a potential dispute arose over the performance of bargaining unit work, the Union filed a grievance. In support of that grievance and the investigation into who actually performed the disputed work, the Union submitted an information request to Respondent. It took Respondent more than three months to produce *some* of the requested information, while most items still have yet to be provided to the Union.

II. STATEMENT OF FACTS

Respondent is involved in the crane rental and rigging business. (TR 23) The Union is a labor organization that supplies manpower to operate heavy equipment on construction projects. (TR 21) Respondent has agreed (G.C. ex. 2) to be bound by the current Kentucky Building Agreement that is in effect from July 2018 until June 2020 (G.C. ex. 3), although the relationship between the parties extends back to at least 1994 (TR 22-23). When Respondent rents a crane to a customer, the customer can either rent the crane and Respondent will provide the necessary operator or the customer can request a “bare” rental where just the crane is rented and the customer must provide their own operator. (TR 23-25) Pursuant to the terms of the Kentucky Building Agreement, whenever Respondent needs labor they are expected to obtain it through the Union’s hiring hall. (TR 25-26; G.C. ex. 3, Art. 5) If Respondent subcontracts work to another company, that subcontractor must also comply with the terms of the Kentucky Building Agreement. (TR 26; G.C. ex. 3, Art. 16) Regardless of the type of rental, when a crane provided by Respondent arrives on a jobsite it is assembled, and at the end of the project the crane is disassembled. Such assembly/disassembly work is performed by a mechanic provided by Respondent, which is a bargaining unit position recognized under the Kentucky Building Agreement. (TR 25, 29-30; G.C. ex. 3, Art. 6)

On January 21, 2019, Carl Dodge, the Union’s District Representative, received a call from Brian Thomas, a crane operator who was working on a project in Hopkinsville, Kentucky. Thomas had been properly referred by the Union to work for Respondent. Thomas indicated that an individual named Jamon Spore was working as a mechanic to disassemble the crane that Thomas had been operating. Thomas indicated that Spore claimed to work for “Sterett” and was driving a “Sterett” truck. After determining that Spore did not have a Union book (meaning he was not a card-carrying member in good standing with the Union), Dodge contacted Respondent

and ultimately spoke to dispatcher Matt Crisp. When asked who Spore worked for, Crisp indicated that the disassembly of the crane had been subcontracted to Trifecta Steel. (TR 26-35; G.C. ex. 5) According to Dodge, he believes that Trifecta Steel is owned by Respondent, although they are not signatory to any Union contracts. (TR 34-35) Thomas also provided Dodge with two pictures, one showing that the crane in question was labelled as “Sterett Crane & Rigging” and the other one showing Spore performing what Dodge considered to be bargaining unit work. (TR 30-33; G.C. exs. 4(a)-(b))

After gathering this information, on January 22 Dodge submitted an “Employee Procurement” grievance citing Article 5 of the Kentucky Building Agreement. (G.C. ex. 6) In the grievance, the Union’s asserted violation was Respondent utilizing Spore as a mechanic to disassemble the crane on the Hopkinsville jobsite. Respondent responded to the grievance on January 23, arguing that Spore was not a mechanic but rather was an Assembly/Disassembly Manager; Respondent also asserted that it did not own or use the crane in question. (G.C. ex. 7) Respondent later asserted that Spore was actually an employee of a contractor, not Respondent, and reiterated that the crane in question was not owned by Respondent. (G.C. ex. 9)

The grievance having not been settled between the parties, on February 28 the Union, by its counsel James Faul, sent Respondent a request for information. (G.C. ex. 10) As Faul noted in his letter, based on Respondent’s contradictory responses, his purpose was to “ascertain information and request documents in order to review the grievance and assure that the Union has accurate information in moving forward with its obligation to police its collective bargaining agreements.” Faul then proceeded to request six categories of information (itemized here for convenience and to track the allegations as alleged in General Counsel’s Complaint):

1. The identity of the contractor on the Hopkinsville jobsite that Respondent had previously referred to, along with items such as correspondence and contracts involving that contractor.
2. The same contract information between Respondent and Sterett Equipment.
3. The same contract information between Respondent and Trifecta Steel, as well as information about the ownership of Respondent, Sterett Equipment, and Trifecta Steel.
4. A description of the type of work performed by Respondent, Sterett Equipment, and Trifecta Steel.
5. For the last two years, all instances where Sterett Equipment provided an operator for equipment that it rented, the names of the referrals, and whether or not the referrals were within the bargaining unit represented by the Union.
6. All evidence that the crane that Spore disassembled on the Hopkinsville jobsite was owned by a contractor.

Faul requested that the information be provided within ten days. In response to the Union's information request, Respondent acknowledged receipt of the request but indicated it intended to follow the established grievance procedure pursuant to the Kentucky Building Agreement rather than immediately provide the requested information to the Union. (G.C. exs. 11, 13) A grievance meeting before the Kentucky Building Agreement standing committee was held in June and the committee issued its decision on June 14 indicating it was deadlocked on the merits of the Union's grievance. (G.C. ex. 16) Around the time of the standing committee meeting, Respondent provided the Union with some information (G.C. ex. 15), with some additional information being provided on June 21 (G.C. ex. 14; Resp. ex. 14). The underlying grievance that Dodge filed on January 22 is still pending arbitration, with the Union waiting until it receives all of the requested information so it can determine whether or not the grievance has merit and can proceed to arbitration. (TR 51)

III. ARGUMENT

The evidence clearly establishes that the Union requested information that is relevant and necessary to its duties as the representative of the bargaining unit employees¹ and that Respondent has unlawfully failed and refused to timely provide the Union with the requested information. Even if *some* (but not all) of the requested information has been provided, such information was only provided after a significant, unlawful delay.

The Board's jurisprudence in information request cases is well-established. Just earlier this year, the Board in KGW-TV, 367 NLRB No. 71 (Jan. 17, 2019), reiterated the standard for this type of case. As the Board noted, "employers have a duty to provide, upon request of the union, information that is relevant and necessary to the union's performance of its duties as the exclusive collective-bargaining representative of the employees in the unit." Id., slip op. at 2. Even if the information requested by the union is not presumptively relevant, an employer may still be obligated to produce the requested information. While the union has the burden of establishing the relevance of such information, the union need only show that

"there is a logical foundation and a factual basis for its information request. The standard to be applied in determining the relevance of information relating to nonunit employees is, however, a liberal 'discovery type standard.'"

Id., (quoting Postal Service, 310 NLRB 391, 391 (1993)). Expounding upon that point, the Board noted that it is only necessary to find that the requested information is "probably relevant"

¹ To the extent it is actually at issue, there is no question that the Union is a labor organization within the meaning of Section 2(5) of the Act. Members of the Union participate in its operations, from attending monthly and biannual general membership meetings to voting for Union officers. The organization itself exists to provide manpower to contractors and to negotiate with those contractors over the wages, health and welfare, pension, work hours, and other working conditions for the membership. (TR 20-22, 66-67) Also, the Board itself has repeatedly found the Union to be a labor organization, as recently as 2017 and as long ago as 1940. See Operating Engineers, Local 181 (Maxim Crane), 365 NLRB No. 6 (Jan. 4, 2017); Operating Engineers, Local 181 (S.F. Steel Fab), 292 NLRB 354 (1989); Koch Sand & Gravel Co., 28 NLRB 692 (1940).

and that the union’s burden of proving the relevance is “not exceptionally heavy.” Id., citing Postal Service, 310 NLRB at 391-92 and Leland Stanford Junior Univ., 262 NLRB 136, 139 (1982), enfd. 715 F.2d 473 (9th Cir. 1983). When considering the impetus for the information request itself, the Board has held that a union can reasonably rely upon secondhand information or observations by employees as a basis to initiate the information request process. See, e.g., Sho-Me Power Elec. Coop., 360 NLRB 349, 353 (2014); Walter N. Yoder & Sons, 270 NLRB 652, 652 n.1 (1984), enfd. 754 F.2d 531 (4th Cir. 1985).

In the present case, Union District Representative Carl Dodge learned from member Brian Thomas that Jamon Spore was performing mechanic work disassembling a crane on a jobsite in Hopkinsville, Kentucky. The mechanic classification is part of the recognized bargaining unit in the Kentucky Building Agreement and the uncontroverted evidence demonstrates that disassembling a crane is work that has always been performed by Union mechanics. Under the Kentucky Building Agreement, Respondent must obtain its employees through the Union hall and Dodge had determined that Spore was not a member in good standing with the Union. Similarly, under the Kentucky Building Agreement, Respondent is only allowed to subcontract work to a contractor that agrees to abide by the terms of the contract, yet dispatcher Matt Crisp indicated that the disassembly of the crane had been subcontracted to non-signatory contractor Trifecta Steel.

Given these facts, it was reasonable for Dodge to presume that a potential violation of the Kentucky Building Agreement was occurring. Dodge filed a grievance alleging that Respondent was violating the Article 5—Employee Procurement provision of the collective-bargaining agreement. In response to the grievance, Respondent alternatively argued that Spore was not a mechanic but was instead an Assembly/Disassembly Manager, that the crane in question was not

owned or used by Respondent, and that Spore was actually an employee of a contractor and not Respondent at all. However, Dodge and the Union had every reason to question Respondent's assertions. For example, Thomas had reported that Spore said he worked for "Sterett" and that he was driving a "Sterett" truck. As to the ownership of the crane in question, Thomas provided Dodge with a picture showing that the crane was clearly labelled "Sterett Crane & Rigging." Thomas also provided a picture of Spore actually taking a prybar to the pin to bring the bridle down to the butt section of the crane, which Dodge considers to be bargaining unit operator/mechanic work. (TR 38-39)

In support of its grievance, based on Respondent's "contradictory responses," and to review the merits of its grievance, Union counsel James Faul sent the information request at issue in this case. There can be no real question that the Union had a logical and factual basis to request information from Respondent about what happened at the Hopkinsville jobsite. As Dodge explained generally, the Union was looking into information about Trifecta Steel (which had reportedly been subcontracted to disassemble the crane), who Spore actually worked for, and whether Respondent's sister company Sterett Equipment had provided bargaining unit employees to perform work at the Hopkinsville jobsite. (TR 39-40) Respondent had previously claimed that Spore worked for a contractor and that the crane in question was owned by another party, so the Union requested information about that contractor. (TR 41) The Union requested information about the relationship between Respondent and Sterett Equipment because there had been some indication that perhaps Spore worked for Sterett Equipment, but the crane in question was clearly labelled with Respondent's name. (TR 42) In addition to the questions about Sterett Equipment, Trifecta Steel was another sister company that Dodge had been told had been subcontracted to disassemble the crane, so the Union requested information about the ownership

of all three companies to try and determine who everybody worked for. (TR 42) The fourth item of requested information, related to the types of work that Respondent, Sterett Equipment, and Trifecta Steel perform, was needed to determine how the three companies coincide and are related to the bargaining unit work that was the disassembly of the crane on the Hopkinsville jobsite. (TR 43) Since there was clearly a question about who was performing the bargaining unit work and the relationship between Respondent and Sterett Equipment, the Union requested information about instances where operators had been dispatched to perform bargaining unit work on Sterett Equipment projects. (TR 43-44) Finally, the Union directly asked for information about who owned the crane on the Hopkinsville jobsite, since Respondent claimed that it did not own or operate the crane in question but the crane clearly had “Sterett Crane & Rigging” on its side. (TR 44)

As can be seen, the Union has met its “not exceptionally heavy” burden of demonstrating that the information it requested is “probably” relevant to its duties as the collective-bargaining representative. In fact, the evidence shows that the information is critically necessary to resolve the inconsistent responses that Respondent provided to the Union about who owns the crane in question and who Spore works for. There is no contradictory evidence that bargaining unit mechanics have historically disassembled Respondent’s cranes, nor is there any question that Spore was not properly referred from the Union hall to perform the bargaining unit work in question. What is in doubt, and what the Union needs to determine before it can proceed to arbitration, is what entity actually performed the work in question and whether that was improper. What the relationship is between Respondent and its sister companies Sterett Equipment and Trifecta Steel, who Jamon Spore actually works for, and who owns the crane in question are all valid questions that are clearly relevant to the Union’s ability to evaluate the

merits of the grievance and to proceed to an arbitration. Respondent's failure to provide the Union with all of the information it requested constitutes a failure to bargain in good faith and is a violation of Section 8(a)(5) of the Act.

The Union submitted its information request on February 28, 2019, yet Respondent's initial response was to suggest that it would arbitrate the underlying grievance first to determine whether or not there was a contractual violation. (G.C. ex. 11) This response, of course, misses the point that the Union needs the information in question to evaluate the merits of its grievance and to proceed to any final arbitration of the matter. Although Respondent later clarified on March 8 that it was not refusing to provide the requested information and it was "looking into requested information" (G.C. ex. 13), it was still months before any information was actually provided by Respondent. When Respondent did finally produce *some* of the requested information (G.C. exs. 14-15; Resp. ex. 14), it was not until June. And even then, it was far from a complete response to the Union's information request. (TR 48) As Dodge testified without contradiction, the Union has yet to receive any of the requested information about the contract between Respondent and Sterett Equipment (Item #2); anything related to Trifecta Steel (Item #3); a description of the nature of the work performed by Respondent, Sterett Equipment, and Trifecta Steel (Item #4); instances where Sterett Equipment utilized operators (whether from the Union hall or not) on its projects (Item #5); and evidence about the actual ownership of the crane in question (Item #6). (TR 49-51) As can be seen, even Respondent's delayed efforts to

provide some sort of response to the Union's information request was far from adequate and still amounts to a violation of Section 8(a)(5) of the Act.²

IV. CONCLUSION AND REMEDY REQUESTED

For the reasons stated above, and based on the record as a whole, the General Counsel respectfully submits that Respondent has violated Section 8(a)(1) and (5) of the Act as alleged in the Complaint as amended at hearing and requests that the Administrative Law Judge make the following Conclusions of Law and adopt the proposed Order and Notice to Employees.

A. Proposed Conclusions of Law

1. Respondent, Sterett Crane & Rigging, LLC, is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union, the International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.
3. Respondent violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish and/or delaying to furnish the following information to the Union:
 - (i) The name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.
 - (ii) The same information regarding the contractor between Respondent and Sterett Equipment.

² At hearing, the General Counsel moved, and Judge Sorg-Graves granted, a request to amend the Complaint to allege an unlawful delay by Respondent in providing requested information. (TR 8-9) To the extent it amounts to a separate Section 8(a)(5) violation of the Act, it is clear that Respondent's actions in delaying more than three months in providing a scant amount of information, without any explanation or justification, was also unlawful. See, e.g., Naperville Jeep/Dodge, 357 NLRB 2252 (2012), enfd. 796 F.3d 31 (D.C. Cir. 2015); Woodland Clinic, 331 NLRB 735 (2000); Bundy Corp., 292 NLRB 671 (1989).

- (iii) The same information between Respondent and Trifecta Steel, the ownership and names of the ownership and control groups for Sterett Equipment, Respondent, and Trifecta Steel.
- (iv) A description of the work done by Respondent, full descriptions of the type and scope of work of Sterett Equipment, the Employer, and Trifecta Steel.
- (v) The last two years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.
- (vi) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.

4. The aforementioned unfair labor practices by the Respondent affected commerce within the meaning of Section 2(6) and (7) of the Act.

B. Proposed Order

The Respondent, Sterett Crane & Rigging, LLC, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

- (a) Refusing to bargain in good faith with the Union by failing and refusing to furnish and/or delaying to furnish it with information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of Respondent's unit employees.
- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Furnish to the Union in a timely manner the following information requested by the Union on February 28, 2019:

- (i) As it relates to Sterett Equipment, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.
- (ii) As it relates to Trifecta Steel, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.

- (iii) The ownership and names of the ownership and control groups for Trifecta Steel.
- (iv) A description of the work done by Respondent, full descriptions of the type and scope of work of Sterett Equipment, the Employer, and Trifecta Steel.
- (v) The last two years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.
- (vi) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.

(b) Within 14 days after service by the Region, post at its Elberfeld, Indiana, and Owensboro, Kentucky, facilities copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 28, 2019.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 25 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

C. Proposed Notice to Employees

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union
 Choose representatives to bargain with us 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 refuse to bargain collectively with the International Union of Operating Engineers, Local 181, a/w International Union of Operating Engineers, AFL-CIO (the Union) by failing and refusing to furnish and/or delaying to furnish it with information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish to the Union in a timely manner the following information requested by the Union on February 28, 2019:

- (i) As it relates to Sterett Equipment, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.
- (ii) As it relates to Trifecta Steel, the name and contact information of the contractor on the Hopkinsville job referred to by Respondent together with any and all correspondence, contracts, invoices, change orders, text messages, emails, phone records and other instructional or billing instructions to the same within the custody of Respondent.
- (iii) The ownership and names of the ownership and control groups for Trifecta Steel.
- (iv) A description of the work done by Respondent, full descriptions of the type and scope of work of Sterett Equipment, the Employer, and Trifecta Steel.
- (v) The last two years, all instances wherein Sterett Equipment provided an operator for equipment for which it rented, the names of those referrals, whether or not those referrals were within the bargaining unit represented by the Union.
- (vi) All evidence that Respondent had that the crane Jamon Spore disassembled on the Hopkinsville, Kentucky site was a crane owned by that contractor.

STERETT CRANE & RIGGING, LLC

SIGNED at Indianapolis, Indiana, this 12th day of December 2019.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Derek A. Johnson", with a long horizontal flourish extending to the right.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing General Counsel's Brief to the Administrative Law Judge has been filed electronically with the Division of Judges through the Board's E-Filing System this 12th day of December 2019. Copies of said filing are being served upon the following persons by electronic mail:

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Derek A. Johnson