

**ATC/Vancom of Nevada Limited Partnership (ATC/Vancom Inc., General Partner), d/b/a Reno Sparks Citilift and Teamsters Union Local No. 533, a/w International Brotherhood of Teamsters, AFL-CIO.** Cases 32-CA-15922 and 32-CA-16082

September 30, 1998

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

On February 27, 1998, Administrative Law Judge Michael D. Stevenson issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, ATC/Vancom of Nevada Limited Partnership (ATC/Vancom, Inc., General Partner), d/b/a Reno Sparks Citilift, Reno, Nevada, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

*Sharon Chabon, Esq.*, for the General Counsel.  
*James N. Foster Jr. and Christopher B. Bent, Esqs.*, of St. Louis, Missouri, for the Respondent.

DECISION

STATEMENT OF THE CASE

MICHAEL D. STEVENSON, Administrative Law Judge. This case<sup>1</sup> was tried before me at Reno, Nevada, on August 26,

<sup>1</sup> The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are correct. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

Member Hurtgen notes that the Respondent excepts, *inter alia*, that the Union's request for information is moot because the Union subsequently obtained the information from another source. The argument lacks merit. The Union obtained from another source only a portion of the information it requested. Further, it does not appear that the Respondent made this argument to the judge. Although Member Hurtgen agrees that the Respondent's obligation to furnish the requested information did not become moot, he does not find it necessary to adopt the judge's statement that the Union's right to the information, as a remedial matter, must be determined as of the time of the request.

<sup>1</sup> Once again the service provided by the current court reporting company falls far short. The quality of the transcript is exceptionally poor and I am referred to throughout the transcript as "Hearing Officer" rather than an "Administrative Law Judge." More importantly, the court reporter failed to transmit any of R. Exhs. 1-9 which were admitted into evidence. Having been advised that the court reporting com-

pany has filed a petition in bankruptcy court and is apparently out of business and having been unable to obtain copies of the missing exhibits from the parties, I nevertheless find Respondent has not been prejudiced. Its exhibits have been described in the transcript and do not relate in any meaningful way to the issues described in this decision.

<sup>2</sup> All dates herein refer to 1997 unless otherwise indicated.

Issue

Whether in the course of a collective-bargaining relationship, Respondent failed to furnish, without good cause, certain information requested by the Union, which information was necessary for and relevant to the Union's performance of its function as the exclusive collective-bargaining representative of a unit of Respondent's employees.

All parties were given full opportunity to participate, to introduce relevant evidence, to examine and to cross-examine witnesses, to argue orally, and to file briefs. Briefs, which have been carefully considered, were filed on behalf of the General Counsel and Respondent.

On the entire record of the case, and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. THE EMPLOYER'S BUSINESS

Respondent admits that it is a limited partnership organized under the laws of the State of Nevada, that it provides paratransit services to the public pursuant to a contract with the Regional Transportation Commission (RTC), and that it has an office and place of business located in Reno, Nevada. Respondent further admits that during the past 12 months, in the course and conduct of its business, Respondent derived gross revenues in excess of \$250,000 and that it purchased and received goods or services valued in excess of \$5000 which originated outside the State of Nevada. Accordingly, it admits, and I find, that the Employer is engaged in commerce and in a business affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent admits, and I find, that Teamsters Union Local No. 533, a/w International Brotherhood of Teamsters, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICE

A. *The Facts*

1. Partial settlement and remaining issue

At the conclusion of the hearing but prior to the close of the record, Respondent and the Union with the tacit approval of the

pany has filed a petition in bankruptcy court and is apparently out of business and having been unable to obtain copies of the missing exhibits from the parties, I nevertheless find Respondent has not been prejudiced. Its exhibits have been described in the transcript and do not relate in any meaningful way to the issues described in this decision.

<sup>2</sup> All dates herein refer to 1997 unless otherwise indicated.

General Counsel, entered into a non-Board settlement which resolved the allegations contained in paragraphs 9(a), (b), and (c) of the consolidated complaint (G.C. Exh. 1(j)) and additional paragraphs of the consolidated complaint, 10, 11, and 12 insofar as they relate to the settled paragraphs referred to above. The General Counsel informs (Branch 1 fn. 2), that Respondent has fully complied with the terms of the settlement agreement. Accordingly, there is nothing before me with respect to the partial settlement.<sup>3</sup>

The sole remaining issue in the case concerns Respondent's failure to furnish certain information requested by letter of January 29, 1997, from the Union's attorney, Michael Langton, who did not testify, to Russ Whyte, Respondent's general manager, who did testify.

In relevant part, the letter reads as follows:

January 29, 1997

*Via telefax and U.S. Mail*

Mr. Russ Whyte, General Manager  
ATC/Vancom, RTC/Citilift  
600 Sutro Street  
Reno, NV 89512

Re: *Grievance of Teamsters Local 533 (Subcontracting, etc.)*

Dear Mr. Whyte:

As the attorney for Teamsters Local 533 I have been requested to demand from ATC/Vancom the following information relevant to the grievance filed by Teamsters Local 533 on or about January 24, 1997, concerning the impending subcontracting of work to Whittlesea Taxi Cab Company.

Please provide the following:

2. Information concerning the number of trips or client transportations performed by Citilift drivers during the relevant period of time (10:00 p.m. to 6:00 a.m.), since November 1, 1996, through January 24, 1997. Please break down the information by date.

3. Provide information concerning the average length of a trip; such time being calculated as identified on dispatch sheets and/or actual times.

4. Any and all correspondence or other tangible documents between Citilift and RTC concerning the subcontracting and/or utilization of Whittlesea Taxi and/or any other alternative service. This request is intended to encompass any correspondence including reports of financial information and other information relevant to the decision leading up to the decision to subcontract work. This request is specifically intended to embody all correspondence, no matter how minuscule.

5. Any and all records, whether telephonic or otherwise, of personal notes and telephone records and personal contacts relevant to the issue of subcontracting or utilizing alternative work, whether from RTC to RTC, or any other entity, including any and all cab companies that were contacted or responded to any inquiry from Citilift and/or

RTC concerning the proposal to transport Citilift clients during the relevant periods.

The above requested information is necessary for the Union to process the grievance.

As time is of the essence, please provide the information as soon as possible but in no event later than February 3, 1997 at 2:00 p.m. If necessary, please contact my office and I will make arrangements to pick up the information or it may be faxed to me at 329-7447.

If you have any questions concerning the above please do not hesitate to contact me. Thank you for your cooperation in this matter.

Very truly yours,

LANGTON & YENKO

/s/ Michael E. Langton

cc: Lou Martino, Secretary/Treasurer, Teamsters Local 533  
James N. Foster, Jr., Esq.  
[G.C. Exh. 5; par. 9(d) of the consolidated complaint.]

Respondent admitted at hearing (Tr. 9), that as of June 23, 1997, by agreement of the parties, the former mechanics unit and former drivers unit were combined into the combined unit, and Respondent also admitted that the combined unit was appropriate for purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time drivers, dispatchers, reservationists, mechanics, washers and utility persons employed by Respondent at its Reno, Nevada facility; excluding all other employees, guards, and supervisors as defined in the Act.

[Pars. 6(c) and 7(c) of consolidated complaint.]

## 2. Background

The relationship between the Union and Respondent began in 1993 when the Union organized Respondent's drivers. A collective-bargaining agreement covering Respondent's drivers and dispatchers effective between 1994-1997, arose out of that relationship (R. Exh. 1). Before the agreement expired, the Union was certified as the collective-bargaining representative of a second bargaining unit called the mechanics unit. As noted above, the two units were subsequently combined into a combined unit, and a new collective-bargaining agreement, effective July 1 through June 30, 2001, between the Union and Respondent for the combined unit is in the record (G.C. Exh. 2).

## 3. The subcontracting issue

Sometime before the old collective-bargaining agreement expired, the Union received information that Respondent was subcontracting certain bargaining unit work in apparent violation of the agreement. So in January, when the parties gathered to begin negotiations for a new agreement, it didn't take long for the Union to raise the issue. The source of the report to the Union was a bargaining unit employee (and negotiating committee member) named Metz who didn't testify. The Union was represented by its business agent, Kelly Ward, and by its secretary/treasurer, Lou Martino, the General Counsel's sole witness at the hearing. Respondent was represented by an official named Bartz and by Russ Whyte, Respondent's general manager and its sole witness at hearing.

<sup>3</sup> Neither at the hearing nor in their briefs has either party addressed the issue of severance of the settled paragraphs of the consolidated complaint. Since compliance with the non-Board partial settlement is now moot, it is unnecessary for me to address the question.

According to Martino, he was persuaded by Metz that Respondent's subcontracting was necessary for its economic well being. Accordingly information was sought so that the Union could modify its strict no subcontracting proposal and carve out an exception to allow the status quo to continue, as Metz had recommended. However, Martino also wished to prevent any unilateral expansion of the subcontracting which could prejudice bargaining unit employees. In fact before the prior contract had expired, the Union had filed a grievance with respect to alleged violations of the contract involving subcontracting and other articles (G.C. Exh. 4).

In any event, apparently because the Union never received a satisfactory response to Langton's letter of January 29, the new collective-bargaining agreement contains a strict no subcontracting clause without any allowance for limited subcontracting. This section reads as follows:

ARTICLE 15

SUBCONTRACTING

The provisions of this Article shall apply to Employees of ATC/Vancom of Nevada L.P. (Northern Nevada Division) doing business for RTC/Citilift. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, ATC/Vancom of Nevada L.P. (Northern Nevada Division), doing business for RTC/Citilift, the Company agrees that no work or services presently performed or hereafter assigned to the bargaining unit, within the jurisdictional boundaries of Local #533, will be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Company may not subcontract work, of any job classifications covered by this Agreement, in an attempt to circumvent any provision of this Agreement. It is further agreed that additions to the workforce, in the classifications covered by this Agreement, that currently have bargaining unit employees performing this work, shall become bargaining unit members covered under this Agreement.

[G.C. Exh. 2, p. 8.]

4. Respondent's defense

In performing its work, Respondent has a contract with the Regional Transportation Commission (RTC) which is a public entity receiving Federal and state funds to operate paratransit services for the public in the Reno/Sparks area. According to Whyte, RTC is a customer of Respondent. The contract between Respondent and RTC expires on June 30, 1998, and, according to Whyte, before any renewal can occur, RTC will evaluate Respondent in how well the latter has worked with RTC.

No representative of RTC testified in this case and the contract between RTC and Respondent is not in the record, so it is not possible to fully evaluate Whyte's testimony. However, the point is that Respondent supposedly could not provide the Union any information on subcontracting or other issues which might implicate RTC, since to do so would allegedly violate some sort of privilege or breach some kind of implied confidentiality between the two entities and might impair Respondent's opportunity to renew its contract with RTC.

*B. Analysis and Conclusions*

1. Basis legal principles and preliminary conclusions

I begin by citing *AK Steel Corp.*, 324 NLRB 173 (1997). At 11 of the JD, the judge recited certain principles of law applicable to the instant case:

In *A-Plus Roofing, Inc.*,<sup>26</sup> cited by the General Counsel, the applicable principles were restated as follows:

An employer, pursuant to Section 8(a)(5) of the Act, has an obligation to provide requested information needed by the bargaining representative of its employees for the effective performance of the Respondent's duties and responsibilities. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436 (1967). The employer's obligation includes the duty to supply information necessary to administer and police an existing collective-bargaining agreement (Id. at 435-438), and, if the requested information relates to an existing contract provision it thus is "information that is demonstrably necessary to the union if it is to perform its duty to enforce the agreement. . . . *A. S. Abell Co.*, 230 NLRB 1112, 1113 (1977). Where the requested information concerns employees . . . within the bargaining unit covered by the agreement, this information is presumptively relevant and the employer has the burden of proving lack of relevance. With respect to such information, "the union is not required to show the precise relevance of the requested information to particular bargaining unit issues." *Proctor & Gamble Mfg. Co. [v. NLRB]*, 603 F.2d 1310 (8th Cir. 1979)] at 1315. Where the request is for information concerning employees outside the bargaining unit, the Union must show that the information is relevant. *Brooklyn Union Gas Co.*, 220 NLRB 189 (1975); *Curtiss-Wright Corp.*, 145 NLRB 152 (1963), enf'd. 347 F.2d 61, 69 (3d Cir. 1965). In either situation, however, the standard for discovery is the same: "a liberal discovery-type standard." *Loral Electronic Systems*, 253 NLRB 851, 853 (1980); *Acme Industrial*, supra at 432, 437. Th[i]s information need not necessarily be dispositive of the issue between the parties, it need only have some bearing on it. . . . [Footnote omitted.]

Once the initial showing of relevance has been made, "the employer has the burden to prove a lack of relevance . . . or to provide adequate reasons as to why he cannot, in good faith, supply such information." *San Diego Newspaper Guild [Local 95 v. NLRB]*, 548 F.2d 863 (9th Cir. 1977)] at 863, 867.

<sup>26</sup>295 NLRB 967, 970 (1989).

And in *Hofstra University*, supra, 324 NLRB 557 (1997) the Board itself explained that the obligation to provide relevant information to the union includes contract negotiations, and applies to labor-management relations during the term of the agreement. See also *Borden, Inc.*, 600 F.2d 313, 317 (1st Cir. 1979).

In the instant case, the Union needed the information in question to negotiate with Respondent over a new agreement, and for policing of the agreement. It makes no difference whether a grievance actually has been filed by the time of an information request, as is true in the present case, or grievance-

filing is only being contemplated. *Merchant Fast Motor Lines*, 324 NLRB 562 (1997); *Diversified Bank Installations*, 324 NLRB 457, 468 (1997), p. 12 of JD citing *W-L Molding Co.*, 272 NLRB 1239, 1240 fn. 6 (1984), and cases cited therein. In either case, Respondent must furnish the requested information.

The information requested here concerns subcontracting which is a term and condition of employment and a mandatory subject of bargaining. *Fibreboard Paper Products v. NLRB*, 379 U.S. 203 (1964). But see *Dorsey Trailers, Inc. v. NLRB*, 147 F.3d 243 (3d Cir. 1998).

I find that the General Counsel has established a prima facie case that the material in question is presumptively relevant because it relates to a term and condition of employment which could affect the welfare of bargaining unit employees, i.e., the amount of bargaining unit work available. *Hofstra University*, supra. I also find that the Union has demonstrated a reasonable belief supported by objective evidence for requesting the information in issue (i.e., a report from Metz to the Union). *Shoppers Food Warehouse Corp.*, 315 NLRB 258, 259 (1994). Cf. *Walter N. Yoder & Sons v. NLRB*, 754 F.2d 531, 535 (4th Cir. 1985).

Respondent's argument at pages 12–14 of its brief, that the General Counsel has failed to prove relevancy must be rejected as lacking merit, because I find a presumption of relevancy. Moreover, even if Respondent is correct at Branch 14–17 of its brief that certain of the Union's requests relate to non-bargaining unit employees—a possibility I do not concede for a moment—the Board has stated that “where the Union's information request was . . . intended to include information regarding nonunit employees when made, this would not excuse the Respondent's blanket refusal to comply . . . an employer may not simply refuse to comply with an . . . overbroad information request, but must request clarification and/or comply with the request to the extent it encompasses necessary and relevant information.” *Keauhou Beach Hotel*, 298 NLRB 702 (1990). Here, I find that relevancy has been established.

## 2. The confidentiality defense

This brings us to Respondent's primary defense, set forth at Respondent's Branch 9–12, that it did not comply with the information requests because the information sought was confidential. In *Jacksonville Area Assoc. for Retarded Citizens*, 316 NLRB 338, 340 (1995), the Board explained the appropriate standard:

The Supreme Court in *NLRB v. Detroit Edison Co.*, 440 U.S. 301 (1979), found that, in certain situations, confidentiality claims may justify a refusal to provide relevant information. In making these determinations, the trier of fact must balance the union's need for the information sought against the legitimate and substantial confidentiality interests of the employer.<sup>11</sup> However, it is also well settled that as a part of this balancing process, the party making a claim of confidentiality has the burden of proving that such interests are in fact present and of such significance as to outweigh the union's need for the information.

<sup>11</sup> See, e.g., *Remington Arms Co.*, 298 NLRB at 273.

See also *Detroit Newspaper Agency*, 317 NLRB at 1071, 1072 (1995), and *Island Creek Coal Co.*, 289 NLRB 851 fn. 1 (1988), where the Board informs that an employer with concerns about confidentiality of information sought cannot simply

refuse to provide it, but must attempt to negotiate an accommodation with the union.

I find that Respondent has failed to prove any legitimate concerns regarding confidentiality. It never called any representative of RTC whose interests Respondent was allegedly trying to protect, lest its contract not be renewed for another term. Respondent's evidence as to why it could not respond to the Union's request falls short in establishing a confidential defense. At Branch 10 of its brief, Respondent asserts a privilege of some sort to justify its refusal, and further contends that any release of the information to a third party would destroy its relationship with RTC. Respondent has failed to describe the “privilege” on which it relies. Nor has it explained how the alleged privilege operates to bar release of the information in question to the Union.

In *KJEO-TV*, 324 NLRB 138 (1997), the Board affirmed the administrative law judge's order that personal service contracts (PSC) should be released to the Union. At p. 5 of J.D., the judge noted in support of his decision, the lack of evidence to show that any employees with PSCs had requested Respondent to refrain from disclosure. Nor was there evidence that Respondent had assured even a single employee-party to a PSC that its terms would be kept confidential. Finally, there was no evidence to show that the Union might use the PSC information improperly. See also *NLRB v. Compact Video Services*, 121 F.3d 478, 483 (9th Cir. 1997), where the court enforced the Board's order directing Respondent to provide the Union with contracts relating to its acquisition and takeover, over Respondent's claim that the sales contract contained confidential information.

To support its argument, Respondent relies heavily on *F. A. Bartlett Tree Expert Co.*, 316 NLRB 1312 (1995), where the Board affirmed the administrative law judge's refusal to order the Respondent to furnish the Union with copies of all its customer contracts. In its ruling, the Board noted that the information in issue was not presumptively relevant for collective bargaining and the mere articulation of general relevance is insufficient. I find that case may be distinguished from the instant case, where a presumption of relevancy applies. I also find in the instant case no evidence that Respondent attempted in good faith to resolve with the Union any alleged confidentiality issue.

## 3. The mootness defense

At pages 21–23 of its brief, Respondent argues that in light of the new collective bargaining agreement, the issue herein has become moot. I beg to differ. The Union has an ongoing obligation to ensure compliance with the contract. *Merchant Fast Motor Lines, Inc.*, supra. I also note that a grievance was filed in this case with respect to alleged unlawful subcontracting. While its status is not clear from the record, I find no showing that the grievance is moot or that the Union's need for the information is academic, for in filing the grievance, the Union is safeguarding not only a particular employee's interest, but also the interest of the entire bargaining unit by exercising vigilance to ensure that the employer complies with the contract. *Metlox Mfg. Co.*, 225 NLRB 1317, 1328 (1976). Most importantly, the Union's right to the requested information must be determined by the situation which existed at the time the request was made, not at the time the Board or the courts get around to vindicating that right. *Mary Thompson Hospital*, 296 NLRB 1245, 1250 (1989), enf. 943 F.2d 741 (7th Cir. 1991).

#### 4. Other alleged defenses

With one exception, the other matters raised by Respondent lack merit and do not warrant discussion. Respondent contends Branch 23–24, that I should draw an adverse inference from General Counsel’s failure to call Union Business Agent Kelly Ward. Before the hearing began, the General Counsel represented that Ward was ill and could not attend the hearing (Tr. 23). At the conclusion of the hearing, the General Counsel raised the matter again, saying Ward had taken a turn for the worse last evening (Tr. 111–112). While the General Counsel never requested a continuance, Respondent never claimed prejudice nor addressed the issue in any way at the hearing. I find no basis to draw an adverse inference, because it appears that Ward’s testimony would be cumulative. Moreover, even where appropriate, the judge is not required to draw an adverse inference, but may do so. *Rockingham Machine-Lunex Co.*, 665 F.2d 303, 305 (8th Cir. 1981), cert. denied 457 U.S. 1107 (1982) Here, I decline, as a matter of discretion in light of the General Counsel’s reasons for not calling him and the failure of Respondent to demonstrate what Ward could have added to this case.

#### CONCLUSION OF LAW

Based on the above discussion, I find that Respondent has violated Section 8(a)(1) and (5) of the Act by failing without any meritorious defense, to furnish to the Union on a timely basis, the information in issue in this case which is relevant and necessary to the Union’s role as the exclusive bargaining representative of unit employees.

#### THE REMEDY

Having found that the Respondent has refused to furnish information that is relevant and necessary to the Union’s role as the exclusive bargaining representative of unit employees, I shall recommend that it be ordered to furnish in a timely fashion the information the Union requested.

On the foregoing findings of fact, conclusions of law, and the entire record, I issue the following recommended<sup>4</sup>

#### ORDER

The National Labor Relations Board orders that the Respondent, ATC/Vancom of Nevada Limited Partnership (ATC/Vancom, Inc. General Partner) d/b/a Reno Sparks Citilift, Reno, Nevada, its officers, agents, successors, and assigns, shall

##### 1. Cease and desist from

(a) Refusing to bargain with Teamsters Union Local No. 533, a/w International Brotherhood of Teamsters, AFL–CIO as the exclusive bargaining representative of the employees in the appropriate unit by refusing to furnish information that is relevant and necessary to the Union’s role as the exclusive bargaining representative of 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.

<sup>4</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

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

(a) Furnish to the Union in a timely manner the information in issue in this case as requested in a January 29, 1997 letter from Union Attorney Langton to the Employer.

(b) Within 14 days after service by the Region, post at its Reno, Nevada facility copies of the attached notice marked “Appendix.”<sup>5</sup> Copies of the notice, on forms provided by the Regional Director for Region 32, 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. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, 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 January 29, 1997.

(c) Within 21 days after service by the Region, file with the Regional Director 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.

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain with Teamsters Union Local No. 533, a/w International Brotherhood of Teamsters, AFL–CIO as the exclusive bargaining representative of the employees in the appropriate unit by refusing to furnish information that is relevant and necessary to the Union’s role as the exclusive bargaining representative of unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish to the Union in a timely manner information in issue in this case as requested in a January 29, 1997 letter from Union’s attorney, Langton, to us.

ATC/VANCOM OF NEVADA LIMITED PARTNERSHIP (ATC/  
VANCOM, INC., GENERAL PARTNER), D/B/A RENO SPARKS  
CITILIFT

<sup>5</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”