

Gary's Electrical Service Co. and Local 58, International Brotherhood of Electrical Workers, AFL-CIO. Case 7-CA-39300

September 29, 1998

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

On March 27, 1998, Administrative Law Judge Robert M. Schwarzbart 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, and conclusions and to adopt the recommended Order as modified.

We adopt the judge's finding that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with relevant information.¹

As the judge found, the Respondent's execution of "Letter of Assent-A" in July 1988 created an 8(f) bargaining relationship between the Union and the Respondent. Thus, Letter of Assent-A conferred on the National Electrical Contractors Association (NECA) the authority to act as the Respondent's representative for all matters contained in the current, and any subsequent, collective-bargaining agreements. Because the Respondent did not timely withdraw this authority, the authorization remained in effect and, thereafter, the Respondent became bound by a series of collective-bargaining agreements. As an 8(f) bargaining representative, the Union was entitled to information relevant to the enforcement and possible breach of a bargaining agreement that was the source of its 8(f) bargaining authority. *Oliver Insulating Co.*, 309 NLRB 725, 726 (1992), *enfd.* 995 F.2d 1067 (6th Cir. 1993).²

Subsequent to the July 1988 execution of Letter of Assent-A, the Respondent executed a document in May 1990 in which it acknowledged that "a majority of its employees has authorized the Union to represent them in collective bargaining."³ Although the complaint alleged

¹ No exceptions were filed to the judge's findings that the Union was not entitled to portions of items 6, 7, 17, and 18 of its information request which sought bank account numbers and taxpayer identification numbers.

² Contrary to the Respondent's contention, the obligations created by Letter of Assent-A do not "only" come into play if a majority of employees authorize the Union to represent them. Rather, the initial language set forth in the document creates a bargaining obligation, under Section 8(f), based on the Respondent's conferral of bargaining authority to NECA to enter into bargaining agreements with the Union.

Further, we find no merit to the Respondent's contention that the testimony of the Respondent's owner, Russell Gary Pipia, established that Letter of Assent-A was executed under misleading and fraudulent circumstances.

³ Letter of Assent-A also contains a provision stating that "if a majority of its employees" authorizes the Union to represent them, the

existence of a 9(a) relationship, the General Counsel relied principally on the execution of "Letter of Assent-A" in July 1988 to establish the 8(a)(5) and (1) violation alleged in the complaint. Indeed, the General Counsel filed no exceptions to the judge's finding that it had "not asserted the existence of a Section 9(a) relationship" and that "the relationship had not advanced beyond the [Section] 8(f) stage."

In these circumstances, and although the Respondent correctly notes that the complaint alleged a 9(a) relationship, we find that the judge properly found that the bargaining obligation arose and continued under Section 8(f) of the Act.⁴ Because the requested information pertained to enforcement of a contract to which the Respondent was bound by its grant of bargaining authority, the judge also properly found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to supply it.

Finally, we shall modify the judge's recommended Order and notice to conform more precisely to the specific unfair labor practices alleged and found.⁵

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge, as modified below and orders that the Respondent, Gary's Electrical Service Co., Waterford, Michigan, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraphs 1(a), (b), and (c).

"(a) Refusing to bargain collectively with Local 58, International Brotherhood of Electrical Workers, AFL-CIO, by refusing to furnish the Union with relevant information that it has requested.

"(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. Substitute the following for paragraphs 2(a), (b), and (c) and reletter the subsequent paragraphs.

"(a) Promptly furnish to the Union the relevant information that it requested on November 22, 1996, as modified in the remedy section of the administrative law judge's decision."

3. Substitute the attached notice for that of the administrative law judge.

Respondent will recognize the Union as the exclusive bargaining representative.

⁴ We note in this regard that the Respondent does not contend that it was unfairly prejudiced or misled by the 9(a) allegation in the complaint.

⁵ As both the complaint and the judge's conclusions of law are confined to the Respondent's failure to bargain by refusing to furnish requested information, we do not address or consider any other matters pertaining to the Respondent's contractual obligations.

APPENDIX B

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.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to bargain with Local 58, International Brotherhood of Electrical Workers, AFL-CIO by refusing to furnish that Union with relevant information it has requested.

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 promptly furnish to the above-named Union the relevant information that it requested on November 22, 1996.

GARY'S ELECTRICAL SERVICE CO.

John Ciarimataro, Esq., for the General Counsel.
William L. Hooth, Esq. (Cox, Hodgman & Giarmarco, P.C.), of
Troy, Michigan, for the Respondent.
Robert Kinsora, Business Agent, of Detroit, Michigan, for the
Charging Party.

DECISION

STATEMENT OF THE CASE

ROBERT M. SCHWARZBART, Administrative Law Judge. This case was tried in Detroit, Michigan, upon a complaint issued pursuant to charges filed by Local 58, International Brotherhood of Electrical Workers, AFL-CIO (the Union).¹ The complaint alleges that Gary's Electrical Service Co. (the Respondent or Company), violated its bargaining obligation under Section 8(a)(5) and (1) of the National Labor Relations Act, as amended (the Act), by failing/refusing to provide the Union with requested information concerning the operation of the Respondent's business and the bargaining unit² of the Respon-

¹ The relevant docket entries are as follows: The charge was filed on December 16, 1996, the complaint issued March 27, 1997, and the hearing was conducted on November 17, 1997.

² The General Counsel alleges that the following unit is appropriate for purposes of collective bargaining within the meaning of Sec. 9(b) of the Act:

All full-time and regular part-time employees performing electrical construction work within the jurisdiction of the Charging Union employed by the Respondent out of its facility located at 6732 Highland

dent's employees for which the Union allegedly was the exclusive bargaining representative. The Respondent, in its timely-filed answer, denied the commission of unfair labor practices.

All parties were given opportunity to participate, to present relevant evidence, to examine and cross-examine witnesses and to file briefs. Briefs, filed by counsel for the General Counsel and the Respondent, have been carefully considered.

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

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation, has been engaged in the operation of an electrical construction and maintenance service at its facility in Waterford, Michigan, where, during the 12 months preceding the filing of the underlying unfair labor practice charge herein, it had earned gross revenues in excess of \$500,000, had purchased goods valued in excess of \$50,000 from points located outside the State of Michigan and had had the goods shipped directly to its Waterford facility. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

Since 1976, the Respondent, under the direction of its founder, owner and operator, Russell Gary Pipia, has been engaged from its Waterford, Michigan facility in the operation of an electrical construction and maintenance service, serving a variety of residential customers and small shops.

Pipia, a dues-paying member³ of the Union since 1963, has continued to maintain that status for himself to the time of the hearing.⁴

On July 29, 1988, under circumstances to be more fully detailed below, Pipia, on the Respondent's behalf, signed a letter of assent authorizing Southeastern Michigan Chapter, National Electrical Contractors Association (NECA), to serve "as its collective-bargaining representative for all matters contained in or pertaining to the current and any subsequently approved labor agreement between" the aforesaid N.E.C.A. Chapter and the Union (Local 58). Under the terms of the letter of assent,

Road, Waterford, Michigan; but excluding office clerical employees, guards and supervisors as defined in the Act.

Although the Respondent has denied the appropriateness of the above bargaining unit, the scope of this description conforms to that in the relevant collective-bargaining agreement, the applicability of which has been upheld herein. Accordingly, I find that the above unit is appropriate in this matter for bargaining.

³ Two types of dues were paid. In addition to work dues, a percentage withheld from each employee's weekly compensation and sent to Local 58, each IBEW member also remitted quarterly dues to the International Union.

⁴ Union membership enabled participation in benefits derivable from the National Electrical Benefits Fund, the Electrical Workers Insurance Fund, the Vacation Fund, the Supplemental Pension Plan, the Electrical Training Trust Fund, the National Electrical Industry Fund and the Annuity Fund. Members of Local 58 were covered by two pension plans. One plan just covered the members of that Local, while the pension available under the National Electrical Workers Benefit Fund applied to all members of the International Union.

the Respondent agreed that “if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective-bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.” Effective on its face as of July 29, 1988, the letter of assent was to “remain in effect until terminated by the (Respondent) giving written notice to NECA and to the Local Union at least 150 days prior to the then-current anniversary date of the applicable approved labor agreement.”

The Respondent, as will be discussed, thereupon recognized the Union as bargaining representative for 3 of the 11 employees, excluding Pipia, who in July 1988 were employed by the Respondent to perform electrical work for its customers. The three employees who became union members in July 1988 were journeymen electricians Donald G. Gabbard and Mark A. McVicar and Pipia’s son, Gary Anthony Pipia, then a helper, or apprentice electrician. The eight other electrician employees who were not brought into the Union all were helpers. Pipia testified that after July 1988 he paid union dues on behalf of Gabbard, McVicar, his son, Gary, and himself, but not for the Respondent’s other employees. It is undisputed that, since July 1988 when the letter of assent was signed, there has been a continuous series of collective-bargaining agreements between NECA and the Union, the most recent being effective from June 4, 1995, to May 31, 1998. The contract was applicable by its terms to employees of employers who had signed letters of assent.

B. The Facts

1. The Respondent’s refusal to furnish requested data; withdrawal of recognition from the Union

More than 8 years after the signing of the above letter of assent, Noel F. Mullett, union business manager/financial secretary, by letter of November 22, 1996, advised Pipia that it had come to the Union’s attention that the Respondent was, or might be, in violation of its collective-bargaining agreement with the Union by reason of its own, or its principals’, operation of another company that might be doing work which otherwise would be performed by Pipia’s company. The Union’s concern was that Pipia might also be operating a nonunion company which was taking work away from bargaining unit employees. In order to determine whether there was such a violation of the agreement, the Union enclosed with that correspondence a 14-page questionnaire containing 77 items of inquiry. Mullett specified that the Respondent complete this questionnaire and return it to the Union within 10 days. A copy of the questionnaire is attached hereto as Appendix A.

In reply, Pipia wrote to Mullett on February 20, 1997, declaring that the Respondent was not then, or ever was, a member of Electrical Worker’s Local Union 58. Accordingly, Local 58 was not authorized to conduct negotiations or to enter into any agreements on behalf of the Respondent. The Respondent never provided any of the information requested in the Union’s November 22 letter. This February 20 response was the Respondent’s first challenge to the Union’s status as bargaining representative.

Pipia explained that after he had received the Union’s above November 22 correspondence, he promptly had tried to call Mullett but they had kept missing each other. Then, for various personal reasons, Pipia had not been able to reach Mullett until

sometime in December. When they spoke, Mullett had accused him of running two companies. Pipia denied this declaring that he had just one company, Gary’s Electric. Mullett stated his belief that the Respondent was running a union and nonunion shop under two different names. While Pipia continued to dispute this, he did not provide Mullett with the information requested in the Union’s November 22 letter, which refusal constitutes the violation alleged in the complaint. Pipia testified that he did not provide the requested data because he considered the material sought to be too personal and because he then had not felt a need to respond to the IBEW information request since the Union actually never had represented a majority of his employees.

2. How the Respondent came to recognize the Union in 1988

Pipia explained that he had signed the above July 29, 1988, letter of assent after Don Gabbard, an estimator/journeyman electrician then in the Respondent’s employ, had asked if he could join the Union. Gabbard had told Pipia that he had been thinking of quitting him and of going to another contractor where he could become a union member. Because Pipia did not want to lose Gabbard’s services or those of Mark McVicar, another journeyman electrician also then on the Respondent’s payroll, about a week before he signed the letter of assent, he called Union Business Manager Thomas Landa, whom he previously had met. Pipia told Landa that he had two journeymen and his son, Gary Pipia, then an electrician helper/high school student, who wanted to join the Union.

Pipia testified that Landa had told him to bring in only his son and the two journeymen. When Pipia told Landa that he also had other employees, Landa, according to Pipia, had not been interested in them, telling Pipia that he knew about the others. Pipia would have to classify them as something else—as truck drivers, warehousemen, managers or estimators. According to Pipia, Landa directed him to keep this matter in low profile with respect to the other employees. There had been no discussion or offer of a collective-bargaining agreement nor had any reference been made as to whether the Union would be representing employees other than Gabbard, McVicar, Pipia, and his son, Gary. As noted, excluding Pipia, the Respondent at the time had employed 11 persons who performed electrical work.

Pipia further testified that when he had called Landa in July 1988 to ask if he could bring some of his electricians into the Union, Landa had told him to follow a certain procedure. He asked Pipia to write a letter stating that the Respondent had bought out Loomis Electric and that these three electricians who had been working for Loomis wanted to come into the Union. When Pipia asked about the other electricians, Landa declared that the Union was not interested in any other electricians and that he would contact Pipia as to when to come to the union hall. When, on July 29, 1989, Landa had left a message for Pipia to come to the hall and to bring his three men with him, he, Gary Pipia, Gabbard, and McVicar complied later in the day.

Pipia related that when he and the three others arrived at the hall, they met with Landa who introduced them to Thomas G. Butler, the Union’s business manager/financial secretary. Pipia and his associates were directed to a large back room containing one big table, around which they were seated. Landa departed early, leaving Pipia and his associates with Butler who asked if these were the three gentlemen Pipia wanted the Union to sign. When Pipia said yes, all four were given papers to sign.

Pipia signed and handed back the above letter of assent and the others did the same with documents different from what had been given to Pipia. Butler's signature on behalf of the Union appears on the letter of assent over the subsequent date of August 25, 1988.

As noted, Pipia testified that, at Landa's direction, he signed and sent the following letter to the Union:

To whom it may concern:

Recently Gary's Electric Service bought out Loomis Electric. During this process, we also took over their accounts, along with three (3) of their electricians. The three (3) electricians that are now employed by Gary's Electric Service Co. are as follows:

Donald G. Gabbard
Mark A. McVicar
Gary A. Pipia

At this time, we would like to have the three men join our union. . . .

It is undisputed that this letter was factually inaccurate in that, contrary to the representation therein that the Respondent only recently had bought out Loomis Electric, Pipia testified that he actually had purchased Loomis between 1970 to 1974. Also, McVicar and Gabbard did not begin to work for the Respondent until 1983 and 1986, respectively, dates well after the time period given by Pipia for his true acquisition of Loomis.

Another problem concerning the above letter was its date. The original sense of Pipia's testimony on this point was that he had prepared the letter at Landa's direction as part of the process leading to the execution of the letter of assent on July 29, 1988. According to Pipia, Landa knew when it was that the Respondent had purchased Loomis Electric,⁵ but had told Pipia that he had wanted him to send the letter misrepresenting the purchase date and personnel of Loomis because, if the Union knew that Pipia had had these three electricians on the Respondent's payroll long-term, they would not have been allowed union membership. The letter, however, was not dated in 1988, prior to execution of the letter of assent, but as of July 7, 1989, about a year after the letter of assent was signed. The Respondent never contended that this letter had been misdated or that the "1989" thereon was a typographical error. After Pipia sent Landa the letter, Landa told him that he would get in touch with Pipia when the next hiring-in period came up, but Landa only called to acknowledge its receipt.

Butler of the Union sent an April 30, 1990, letter to the Respondent pursuant to the recognition language in the parties' letter of assent, enclosing copies of the signed authorization cards of Gabbard, McVicar, and Gary Pipia, all dated July 26, 1989. This letter asserted that the proof of majority status represented by the cards had converted the parties' Agreement from Section 8(f) [of the Act], prehire status, to Section 9(a), majority status. The letter also noted that an Agreement for Voluntary Recognition had been enclosed, to be filled out, signed and returned to the Union's office as proof that the Respondent had seen the Authorization for Representation cards. Pipia related that about a week before he received the letter, Landa had

called, telling him to expect the Agreement for Voluntary Recognition. Landa also said that he would be sending three authorization cards for the men to sign.

Pipia filled in all the blanks on the Agreement for Voluntary Recognition, signed it on May 10, 1990, and returned the document to the Union. Butler thereafter signed the Agreement for the Union also under the May 10 date. By the terms of that document, the "Union claims, and the Employer acknowledges and agrees, that a majority of its employees has authorized the Union to represent them in collective bargaining." Accordingly, "[t]he Employer agrees to recognize, and does hereby recognize, the Union as the exclusive collective-bargaining agent for all employees performing electrical work on all present and future jobsites within the jurisdiction of the Union."

Pipia's testimony describing the start of his relationship with the Union was shaky. In addition to the timing and accuracy of the July 7, 1989, letter concerning the purchase of Loomis Electric, on cross-examination, contrary to repeated prior testimony that he had signed the July 1988 letter of assent while at the union hall, Pipia testified that he may have mailed the signed letter of assent to the union hall and that he did not remember speaking to any union representatives before signing that document. Then, on redirect, Pipia reaffirmed that he had visited the hall on July 29, 1988, with his son and the two other employees at which time he had signed the letter of assent. On the other hand, he also related that the three signed authorization cards, dated July 26, 1989, were the same cards that he had seen the employees who had accompanied him to the union hall in July 1988 sign while they were there on that occasion.

Also, contrary to Pipia's testimony that the July 29, 1988, letter of assent was the first such document the Respondent had executed with respect to this Union, the record of this proceeding contains an identical letter of assent executed on June 1, 1976, by Anne Pipia, then-Pipia's wife, and by Landa on behalf of the Union. Although Pipia testified that he had not been aware of the existence of that document until it was shown to him at the hearing and that his former wife had not been an officer of the Respondent corporation situated to so obligate the Respondent, Anne Pipia had signed the document as the Respondent's president.

While Pipia did not know who James P. Malley was and did not recall having received correspondence from him, the record shows that on July 21, 1988, Malley, a since-retired union business agent, had sent the Respondent a memorandum announcing that the Union was in the process of updating its contractor files and requesting certain information from the Respondent. Also, contrary to Pipia's inability to recall the prior correspondence from Malley and his denial of the efficacy of the above 1976 letter of assent signed by his former wife, an August 31, 1988 memorandum to Pipia from Malley acknowledged receipt of the contractor paperwork previously requested to update the Respondent's contractor file. This August 1988 memo also noted that Pipia's signature was on the wrong line on the Agreement for Voluntary Recognition and requested that he sign the then-enclosed Agreement for Voluntary Recognition and return it to the Union's office as soon as possible. This reference to an Agreement for Voluntary Recognition with the Union, even if signed on the wrong line, existing almost 2 years before the like May 10, 1990 Agreement, the only one previously indicated by Pipia, presents possibilities that an earlier Agreement for Voluntary Recognition had been executed in conjunction with the 1976 letter of assent or that, if stemming

⁵ If Landa, in fact, had known precisely when Pipia had acquired Loomis Electric, his information would have been better than Pipia's since Pipia could testify only that he had bought Loomis sometime between 1970 to 1974.

from the July 1988 letter of assent, that Pipia had been less than complete in describing his relationship with the Union.

3. The Respondent's relationship with the Union

Pipia testified that from August 1, 1988, until April 30 and May 15, 1991, when they respectively left the Respondent's employ, he had forwarded to the Union the appropriate fringe benefit contributions and monthly and quarterly dues for employees McVicar and Gabbard. Although Pipia discontinued such remittances when these two employees left the Respondent's payroll, he has continued to make them for himself to the time of the hearing. Pipia's son, Gary, still with the Respondent at the time of the hearing, had come into the Union with Gabbard and McVicar in 1988 while still in high school. Since then, Gary Pipia, having completed 5 years at college, had informed his father of his desire to be an electrician. At his son's request, Pipia thereafter continued to pay Gary Pipia's monthly and quarterly dues to the Union but has obtained his health insurance from sources other than the Union.

Although since June 1, 1983, excluding office/clerical employees, the Respondent has had 32 employees no longer with the Company who, for varying periods, had performed bargaining unit-type work and, at the time of the hearing, had 13 such employees, it has made no remittances to the Union for dues or benefits on behalf of any of them.⁶

Pipia testified without contradiction that, since July 1988, no union representative ever has come to him seeking to negotiate a collective-bargaining agreement, to discuss any open grievances or, until November 1996, to address payment of dues or fringe benefit remittances. Similarly, no union representative has stopped by the Respondent's premises just to check up on things. The Respondent also never has participated in the negotiation of a collective-bargaining agreement with the Union, nor has it requested nor received a copy of the NECA/Union collective-bargaining agreement. Accordingly, the Respondent contends that the Union, which never was a 9(a) majority bargaining representative of its unit employees, by virtue of its long disregard of the immediate unit, had abandoned even such minority representative status as it might have had. Therefore, the Respondent had not been obliged to recognize and bargain with the Union or furnish it with the information requested in the Union's November 22, 1996 correspondence.

Union Business Agent Kinsora who, having returned to the Union's employ, had been in his present capacity for only about a year, admittedly had obtained his principal knowledge of the Respondent's relationship with the Union from documents contained in the Union's files, rather than from personally having dealt with the Respondent. Kinsora agreed that, except for the two Papias, father and son, the Respondent has not remitted membership dues or fringe benefit contributions to the Union on behalf of its employees in the 6 years from 1991 to the time of the hearing. He offered no meaningful explanation for the Union's long inattentiveness to the Respondent's employees.

⁶ Apart from Gabbard and McVicar, the Respondent also had previously employed one journeyman electrician, Larry Peterson, from August 1995 to September 1996. Currently, the Respondent had two journeymen electricians on its payroll in addition to Pipia and Gary Pipia, now also a journeyman. However, the Respondent never has made any contributions to the Union on behalf of these other journeymen. Only Pipia earned more than the hourly wage rate set forth in the collective-bargaining agreement. Gary Pipia was paid somewhat less than the contract rate.

C. Discussion and Conclusions⁷

In *John Deklewa & Sons*,⁸ the Board, in relevant part, applied the following principles to 8(f) cases:

(1) a collective-bargaining agreement permitted by Section 8(f) shall be enforceable through the mechanisms of Section 8(a)(5) and Section 8(b) (3). . . . and (4) upon expiration of such agreements, the signatory union will enjoy no presumption of majority status, and either party may repudiate the 8(f) relationship.

However, the 8(f) relationship is not automatically repudiated when the then-current collective-bargaining agreement expires, but continues to remain in effect in the absence of appropriate timely written notice to the Union and to the multiemployer bargaining representative. As held in *City Electric, Inc.*,⁹ an employer in the construction industry who has entered into an 8(f) relationship with a union by executing a letter of assent which, as here, authorized NECA, or some other multiemployer group, to represent it in collective bargaining and sets forth its agreement to be bound by the current labor contract, was not automatically relieved of its bargaining obligation when that collective-bargaining agreement expired. Rather, the authorization to bargain continued unless the employer took some action to effectively withdraw the multiemployer group's authority to bargain on the Respondent's behalf in a manner consistent with the terms of the letter of assent—as would be required here, by serving written notice of the termination of such authorization to the multiemployer group and to the Union at least 150 days prior to the then-current anniversary date of the applicable approved labor agreement. Accordingly, such an employer's refusal to abide by an 8(f) labor agreement entered into on its behalf by a multiemployer association violates Section 8(a)(5) and (1) of the Act where no timely written notice was served that the authorization contained in the letter of assent has been withdrawn prior to execution of a new contract by the Association and the Union.

The above *City Electric* case supports the General Counsel's position that the Respondent's 8(f) bargaining relationship with the Union created by the July 1988 letter of assent, in the undisputed absence of timely written notice by the Respondent of its intent to end that relationship, continued through the subsequent years and successive NECA/Union collective-bargaining agreements. Accordingly, that relationship still was in effect in November 1996, when the Union, through Mullett, issued its request for information. The Union's failure to demonstrate proof of its majority status when the letter of assent was signed, or thereafter, is not controlling as majority status is not prerequisite to an 8(f) relationship. In the applicable circumstances, I agree with the General Counsel that since, by the terms of its

⁷ While areas of Pipia's testimony, as indicated, were troublesome, the determination of this matter does not rest on issues of credibility as Pipia's testimony, at a personal level, did not conflict with that of Kinsora. As noted, Kinsora's testimony was largely based on documents found in the Union's files rather than on his own experiences with the Respondent.

⁸ 282 NLRB 1375, 1377-1378 (1987), enfd. sub nom. *Iron Workers Local 3 v. NLRB*, 843 F.2d 770 (3d Cir. 1988), cert. denied 488 U.S. 889 (1988).

⁹ 288 NLRB 443, 444 (1988). Also see *Neosho Construction Co.*, 305 NLRB 100, 101-102 (1991); *Cedar Valley Corp.*, 302 NLRB 823, 830 (1991), enfd. 977 F.2d 1211 (8th Cir. 1992), cert. denied 508 U.S. 907 (1993).

letter of assent, the Respondent became bound by the existing collective-bargaining agreement between NECA and the Union, the Respondent, by its failure to provide the required appropriate notice of repudiation, has continued to be bound to the bargaining relationship. As the General Counsel correctly argues, this obligation to terminate the authorization in the letter of assent was not diminished by the Respondent's execution of the May 10, 1990 Agreement for Voluntary recognition, acknowledging the Union's majority status among its bargaining unit employees.

While the Respondent principally has attacked the General Counsel's case as seeking to enforce an invalid 9(a) bargaining relationship assertedly unsustainable because never predicated upon majority employee support, the General Counsel, as noted, has not argued that this was a 9(a) relationship. Rather, the General Counsel's position is that the relationship had not advanced beyond the 8(f) stage for which majority support was not required.¹⁰

The Respondent's final argument, that the Union had abandoned its right to represent the Respondent's bargaining unit employees, is based on contentions, factually supported by the record of this proceeding, that the Union never has signed a collective-bargaining agreement with the Respondent or has presented the Respondent with a copy of same,¹¹ that the Union never has been involved in grievances on behalf of the Respondent's employees; that no Union representative ever has visited the Respondent's premises for any representational purposes; and that the Union has never investigated why the Respondent has not complied with the wages and other terms and conditions of employment set forth in the labor agreement, or why, except for Pipia and Gary Pipia, the Respondent had not remitted dues and benefit fund contributions on behalf of its employees for about 5 years before the violation alleged herein.

Accordingly, the Respondent also argues, in effect, that, even if it had not sent timely written notice of repudiation of the 8(f) relationship to NECA and the Union, its conduct during the approximately 5 years prior to the Union's November 1996 information demand was tantamount to repudiation.

¹⁰ As the General Counsel has not asserted the existence of a 9(a) relationship in the present matter, there is no need to consider whether, under *Triple A Fire Protection*, 312 NLRB 1088-1089 (1993), supplemented 315 NLRB 409 (1994), and related cases, the Respondent, having acknowledged the Union's majority status in the May 1990 Agreement for Voluntary Recognition, could belatedly challenge that status more than 6 years later. Cf. *MFP Fire Protection, Inc.*, 318 NLRB 840, 842-843 (1995), *affd.* 101 F.3d 1341 (10th Cir. 1996), where it was noted that an employer might escape liability for repudiating a long-established relationship with a union if, at the time of repudiation, it shows either that "it had a good-faith doubt based on objective considerations of the Union's continuing majority support in the bargaining unit or that the Union did not, 'in fact,' enjoy such majority support."

¹¹ In response to the Respondent's argument that the Union had not negotiated collective-bargaining agreements with the Respondent, Union agent Kinsora correctly noted that in multiemployer bargaining situations, such as here, the Union negotiated only with NECA, the multiemployer bargaining group acting as authorized agent for its contractor members, including the Respondent, and not with the individual contractors who had authorized NECA to act for them in this regard. While Pipia testified that he had not received a copy of the collective-bargaining agreements between NECA and the Union, he also testified that he never had requested one.

In response, the General Counsel relies on *Neosho Construction*,¹² where the Board rejected Respondent's claim that the Union, by its prolonged inactivity, had long abandoned any representation rights it may have had concerning its unit employees. In that matter, the Board upheld the asserted 8(f) bargaining relationship between the Respondent and the Union although inert for 14 years. Administrative Law Judge Schmidt, in his Board-approved decision in *Neosho Construction*,¹³ observed in relevant part:

However, the repudiation by conduct doctrine . . . typically required something more than mere breach of the 8(f) contract. *Contractors Health & Welfare Plan v. Harkins Construction & Equipment Co.*, 773 F.2d 1321 (8th Cir. 1984). In *Washington Area Carpenters' Welfare Fund v. Overhead Door Co.*, 681 F.2d 1 (D.C. Cir. 1982), the Court said that it was essential "that the union and employees be put on notice that the contract is voided" See also *New Mexico Dist. Council v. Mayhew Co.*, 664 F.2d 215 (10th Cir. 1981), in which that Court enforced an 8(f) agreement involving equities similar to those found here, rejecting in the process the employer's repudiation by conduct claim.¹⁴

In the present matter, there had been no complete hiatus in the Respondent's relationship with the Union. At the peak of Pipia's dealings with the Union, he had remitted dues and benefit fund contributions to the Union for no more than four persons connected with his Company—Gabbard, McVicar, Gary Pipia, and himself. Although, as contended, the Respondent had stopped making these payments to the Union on behalf of Gabbard and McVicar when, on various dates in 1991 they respectively left the Respondent's employ, Pipia continued to make them for himself and, when his son returned to his employ after college, he resumed paying Gary Pipia's dues, as well. Accordingly, the Union, at the time of the hearing, was receiving dues contributions from the Respondent for only two persons less than its historic maximum. This, then, was not a flagged situation marked by a dramatic drop in the number of individuals for whom the standard remittances were being made. Moreover, since Pipia had taken the initiative to bring Gabbard, McVicar, and Gary Pipia into the Union, this case differs from so many other more confrontational matters where unions were forced on unwilling contractors of whose efforts to again become non-union the unions should have had notice. By contrast, here, although Pipia, as Company owner, was not a member of the

¹² 305 NLRB 100, 102-103 (1991).

¹³ *Id.* at 102.

¹⁴ By comparison, Judge Schmidt, in *Neosho Construction*, noted the decision of the U.S. Court of Appeals, Ninth Circuit, in *Todd v. Jim McNeff, Inc.*, 667 F.2d 800 (1982), *affd.* 461 U.S. 260 (1983), stating that "in some circumstances noncompliance can be so bald as to put the union on notice of the employer's intent to repudiate." The Supreme Court, in its *McNeff* decision, as Judge Schmidt noted, "specifically refrained from deciding what specific acts would constitute repudiation of a prehire agreement but suggested that 'engaging in activity overtly and completely inconsistent with contractual obligations' as one possible method. . . ." Judge Schmidt observed that in a later case repudiation by conduct was affirmed as the Union had been "well aware of the contractual noncompliance in part because as one witness put it, 'you could spit over [to the jobsite]' from the union's office building and the frequent discussions of the employer's employees of the Union's non-compliance at union meetings. *Carpenters v. Endicott Enterprises, Inc.*, 806 F.2d 918 (9th Cir. 1986)."

bargaining unit, he provided an aura of acceptance and continuity by voluntarily maintaining his own 30-year plus membership in the Union, by staying current in his personal dues and benefit fund payments to the time of the hearing, by voluntarily resuming dues payments for his son and by heading a company which, in the past, had executed two Agreements for Voluntary Recognition. If Pipia, as argued, had been defying the Union, he was doing it quietly.

The circumstances here are not comparable to those noted in *Neosho Construction*, supra, referencing the U.S. Court of Appeals, Ninth Circuit, in the *McNeff* case, supra, where “non-compliance can be so bald as to put the union on notice of the employer’s intent to repudiate,” or, again, in *Endicott Enterprises*, supra,¹⁵ where repudiation by conduct could be found because of the close proximity of the Union’s office building to the relevant jobsite and to the frequent discussions of the employer’s noncompliance at union meetings. Rather, the present record shows that, apart from the Respondent, the Union also had contractual ties with about 240 employers, that it had 5200 members and that it generally had negotiated its collective-bargaining agreements, not with the individual contractors, but with a multiemployer group representing the contractors. This negotiating arrangement did not serve to draw the Union into such levels of familiarity with its contracting employers as might have been applicable had it negotiated with them directly as in other industries. Moreover, it is unlikely that the Respondent’s employees, generally not having been brought into the Union by Pipia, would be likely able to discuss the Respondent’s noncompliance with the collective-bargaining agreement at union meetings. In the circumstances of this case, I conclude that the Union had not necessarily been aware of points raised by the Respondent in this regard and that the Respondent, in order to end the existing 8(f) relationship with the Union, was required to provide proper timely notice of such intent.

Therefore, since no appropriate notice of intent to end the 8(f) relationship ever was given by the Respondent, I find that that bargaining relationship still was in effect when, in November 1996, the Union requested that the Respondent furnish the information in the questionnaire attached hereto as Appendix A. The Respondent’s refusal to provide this data, to the extent provided below in the “Remedy” section of this decision, constituted an unlawful failure under the Act to meet its bargaining obligation in violation of Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The following employees of the Respondent constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees performing electrical construction work within the jurisdiction of the Charging Union employed by the Respondent out of its facility located at 6732 Highland Road, Waterford, Michigan; but excluding office clerical employees, guards and supervisors as defined in the Act.

4. By failing and refusing to furnish the Union with the information requested in the Union’s November 22, 1996 correspondence, as modified below, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

It having been concluded that the Respondent did not meet its obligation to bargain with the Union by its refusal to furnish the information requested in the Union’s November 22, 1996 questionnaire (Appendix A), consistent with the relief requested in the complaint, it should be required to post a remedial notice and, upon request, to recognize and bargain with the Union and to provide the Union with the above-sought data.

However, so much of Items 6 and 7 of the November 1996 questionnaire as seek the account numbers of various Respondent’s bank accounts, and of items 17 and 18, demanding the Respondent’s Federal and state taxpayer identification numbers, need not be furnished. The Union has not sought this information as a fiduciary to the Respondent but rather as an adversary. For the Respondent to be required to reveal the identification numbers of its bank accounts in this computerized age creates the possibility that such information could fall into the wrong hands with a result that the integrity of those accounts could be compromised. As is generally recognized, taxpayer identification numbers are considered highly confidential, as is filed tax information as a whole. The required furnishing of taxpayer identification numbers, also by mishap, could result in harm to the Respondent beyond the scope of this proceeding. The Respondent’s right to the protections normally afforded bank depositors and taxpayers is not lost by the assumption of a bargaining obligation. Since the Union’s entitlement to all the other information sought in its comprehensive 14-page questionnaire is affirmed, the data still to be provided is sufficient to meet the Union’s stated purposes in having made its information request.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁶

ORDER

The Respondent, Gary’s Electrical Service Co., Waterford, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain with Local 58, International Brotherhood of Electrical Workers, AFL–CIO as the exclusive bargaining representative of its employees in the appropriate unit described below with respect to wages, hours, or other terms and conditions of employment and refusing to honor the collective-bargaining agreement applicable to those employees.

(b) Refusing to bargain with the above-named labor organization by refusing to furnish the Union with relevant information it has requested.

¹⁵ Id.

¹⁶ 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.

(c) In any like or related manner 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) On request, recognize and bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment:

All full-time and regular part-time employees performing electrical construction work within the jurisdiction of the Charging Union employed by the Respondent out of its facility located at 6732 Highland Road, Waterford, Michigan; but excluding office clerical employees, guards and supervisors as defined in the Act.

(b) Comply with the terms and conditions of the collective-bargaining agreement currently in effect between the Union and Southeastern Michigan Chapter, National Electrical Contractors Association (NECA), until such time as proper and timely notice of cancellation is given in the manner set forth in the letter of assent signed by the Respondent on July 29, 1988.

(c) On request, furnish the Union with the information it requested on November 22, 1996, as modified in the remedy section of this decision.

(d) Within 14 days after service by the Region, post at its facility in Waterford, Michigan, copies of the attached notice marked "Appendix B."¹⁷ Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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 the 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 December 16, 1996, the date the underlying unfair labor practice charge herein was filed.

(e) 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 A

The following is the questionnaire setting forth the Union's November 22, 1996, information request to the Respondent:¹

1. Describe the type of business in which Gary's Electrical Service engages.

2. Define the geographic area in which your company does business.

¹⁷ If this Order is enforced by a Judgment of the 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."

¹ The page numbers to this questionnaire, which the Union began at p. 14, and which does not include a p. 18, are omitted. The questionnaire also did not include a numbered item 35.

Define the geographic area in which Gary's Electrical Service does business.

3. State the business address(es) and identify all office locations of your company.

State the business address(es) and identify all office locations of Gary's Electric Service.

4. Identify your company's post office box(es) by number and location.

Identify Gary's Electrical Service's post office box(es) by number and location.

5. Identify your company's business phone number(s) and directory listing(s).

Identify your Gary's Electrical Service's business phone number(s) and directory listing(s).

6. Identify the banking institution, branch location, and account number of your company's bank account(s).

Identify the banking institution, branch location, and account number of Gary's Electrical Service's bank account(s).

7. Identify the banking institution, branch location, and account number of your company's payroll account(s) not identified above.

Identify the banking institution, branch location, and account number of Gary's Electrical Service's payroll account(s) not identified above.

8. Identify where and by whom your company's accounting records are kept.

Identify where and by whom Gary's Electrical Service's accounting records are kept.

9. Identify your company's principal accountant.

Identify Gary's Electrical Service's principal accountant.

10. Identify where and by whom your company's corporate records are kept.

Identify where and by whom Gary's Electrical Service's corporate records are kept.

11. Identify where and by whom your company's other business record books are kept.

Identify where and by whom Gary's Electrical Service's other business record books are kept.

12. Identify your company's principal bookkeeper.

Identify Gary's Electrical Service's principal bookkeeper.

13. Identify your company's principal payroll preparer.

Identify Gary's Electrical Service's principal payroll preparer.

14. Identify your company's contractor license number for states where it does construction business.

Identify Gary's Electrical Service's contractor license number for states where it does construction business.

15. Identify the carrier and policy number for your company's workers compensation insurance.

Identify the carrier and policy number for Gary's Electrical Services workers compensation insurance.

16. Identify the carrier and policy number for your company's other health insurance program(s).

Identify the carrier and policy number for Gary's Electrical Services other health insurance program(s).

17. (a) Identify your company's federal tax payer identification number.

Identify Gary's Electrical Service's federal tax payer identification number.

(b) Identify where and by whom your company's federal tax returns are kept.

Identify where and by whom Gary's Electrical Service's federal tax returns are kept.

18. (a) Identify your company's other federal or state taxpayer identification numbers.

Identify Gary's Electrical Service's other federal or state taxpayer identification numbers.

18. (b). Identify where and by whom your company's other federal or state reports are kept.

Identify where and by whom Gary's Electrical Services other federal or state reports are kept.

19. Identify amount(s) involved, reason(s) for, and state(s) of transfer of any funds between your Company and Gary's Electrical Service.

20. Identify source(s) and amount(s) of your company's line(s) of credit.

Identify source(s) and amount(s) of Gary's Electrical Service's line(s) of credit.

21. Identify amount(s) involved and date(s) when your company has operated with a guarantee of performance by Gary's Electrical Service.

Identify amount(s) involved and date(s) when Gary's Electrical Service has operated with a guarantee of performance by your Company.

22. Identify business(es) to whom your company rents, leases or otherwise provides office space.

Identify business(es) to whom Gary Electrical Service rents, leases or otherwise provides office space.

Identify the calendar period and terms by which your company provides office space to Gary's Electrical Service, or is provided with office space by Gary's Electrical Service.

....

30. Regarding equipment, transactions between your company and Gary's Electrical Service, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

31. Regarding equipment, transactions between your company and business(es) separate from Gary's Electrical Service, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

32. Regarding equipment, transactions between Gary's Electrical Service and its business(es) separate from your company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

33. Identify those of the following services that are provided to Gary's Electrical Service by or at your company.

- (a) administrative
- (b) bookkeeping
- (c) clerical
- (d) detailing
- (e) drafting
- (f) engineering
- (g) estimating
- (h) managerial
- (i) pattern making
- (j) sketching
- (k) other

34. Identify those of the following services that are provided to your company by or at Gary's Electrical Service.

- (a) administrative
- (b) bookkeeping

- (c) clerical
- (d) detailing
- (e) drafting
- (f) engineering
- (g) estimating
- (h) managerial
- (i) pattern making
- (j) sketching
- (k) other

Identify where your company advertises for business.

Identify where Gary's Electrical Service advertises for business.

36. Identify your company's customers.

Identify Gary's Electrical Service's customers.

37. Identify customers your company has referred to Gary's Electrical Service.

Identify customers Gary's Electrical Service has referred to your company.

38. What customers of Gary's Electrical Service are now or were formerly customers of your company.

39. Regarding customers identified above as common to your company and Gary's Electrical Service, state the calendar period and dollar volume of work performed for the customer by your company.

Regarding customers identified above as common to your company and Gary's Electrical Service, state the calendar period and dollar volume of work performed for the customer by Gary's Electrical Service.

40. State the dollar volume of business per job performed by your company.

State the dollar volume of business per job performed by Gary's Electrical Service.

Does your company negotiate jobs to obtain work?

Does Gary's Electrical Service negotiate jobs to obtain work?

42. Does your company bid jobs to obtain work?

Does Gary's Electrical Service bid jobs to obtain work?

43. Identify those persons who bid and/or negotiate your company's work.

Identify those persons who bid and/or negotiate Gary's Electrical Service's work.

44. State the dollar volume minimum and/or maximum (if any) as established by law or regulation, that Gary's Electrical Service may bid on public work projects.

State the dollar volume minimum and/or maximum (if any) as established by law or regulation, that your company may bid on public work projects.

45. Identify by customer, calendar period, and dollar volume any job(s) on which your company and Gary's Electrical Service have bid competitively.

46. Identify by customer, calendar period, and dollar volume any work which your company has subcontracted to, or received by subcontract from Gary's Electrical Service.

47. Identify subcontract work arranged by written agreement between your company and Gary's Electrical Service.

48. State the reason for each subcontract let by your company to Gary's Electrical Service.

State the reason for each subcontract let by Gary's Electrical Service.

49. Identify by customer, calendar period, and dollar volume any projects on which your company has succeeded, or been succeeded by, Gary's Electrical Service.

50. Identify work your company performs on Gary's Electrical Service's equipment and tools.

Identify work Gary's Electrical Service performs on your company's equipment and tools.

51. Identify where your company advertises for employment hires.

Identify where Gary's Electrical Service advertises for employment hires.

52. Identify by job title or craft position the number of employees employed by Gary's Electrical Service since November 22, 1990.

53. Identify the skills that your company's employees possess.

Identify the skills that Gary's Electrical Service's employees possess.

54. Identify where your company's employees report for work.

Identify where Gary's Electrical Service employees report for work.

55. Identify by job title or craft position and respective employment dates those employees at your company who are or have been employees Gary's Electrical Service.

56. Identify by job title or craft position and respective employment dates those employees of Gary's Electrical Service who are or have been employees at your company.

57. Identify by job title or craft position and transfer dates those employees otherwise transferred between your company and Gary's Electrical Service.

58. Identify projects of each company on which these employees are working at the time of transfer.

59. Identify your company's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to hire transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees, or to adjust their grievances, or effectively to recommend such action.

Identify Gary's Electrical Service's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to hire transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees to adjust their grievances, or effectively to recommend such action.

60. Regarding those supervisory persons described above as common to your company and Gary's Electrical Service, identify the period(s) of employment with each company.

61. Identify your company's personnel ever authorized to supervise Gary's Electrical Service's employees.

Identify Gary's Electrical Service's your company's personnel ever authorized to supervise your company's employees.

62. Identify by project involved, personnel involved, and date of event, any occasion when your company's personnel performed a supervisory function for Gary's Electrical Service.

Identify by project involved, personnel involved, and date of event, any occasion when Gary's Electrical Service's personnel performed a supervisory function for your company.

63. Identify your company's managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

Identify Gary's Electrical Service's managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

64. Identify your company's representative who have authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively recommend such action.

Identify Gary's Electrical Service's representative who have authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively recommend such action.

65. Identify your company's representatives otherwise actively involved with day-to-day management or operations.

Identify Gary's Electrical Service's representative representatives otherwise actively involved with day-to-day management or operations.

66. Identify by title and respective dates of employment those managerial personnel of your company ever employed by Gary's Electrical Service.

Identify by title and respective dates of employment those managerial personnel of Gary's Electrical Service ever employed by your company.

67. Describe your company's compensation program including employee wage rates.

Describe Gary's Electrical Service's compensation program including employee wage rates.

68. Describe your company's fringe benefits program.

Describe Gary's Electrical Service's fringe benefits program.

69. Identify your company's representative(s) who establish or otherwise control labor relations.

Identify Gary's Electrical Service's representative(s) who establish or otherwise control labor relations.

70. Identify your company's labor relations representative(s).

Identify Gary's Electrical Service's labor relations representative(s).

71. Identify your company's legal counsel on labor relations matters.

Identify Gary's Electrical Service's legal counsel on labor relations matters.

72. Identify your company's membership status in any employer association.

Identify Gary's Electrical Service membership status in any employer association.

73. Identify your company's officers.

Identify Gary's Electrical Service's officers.

74. Identify your company's directors.

Identify Gary's Electrical Service's directors.

75. Identify place(s) and date(s) of your company's directors meetings.

Identify place(s) and date(s) of Gary's Electrical Service's directors meetings.

76. Identify your company's owners and/or stockholders.

Identify Gary's Electrical Service's owners and/or stockholders.

77. Identify the ownership interest held among your company's owners and/or stockholders.

Identify the ownership interest held among owners and/or stockholders.