Hamilton Sundstrand *and* International Union UAW and its Local 592. Case 33–CA–15303

May 19, 2008

DECISION AND ORDER

BY CHAIRMAN SCHAUMBER AND MEMBER LIEBMAN

On January 16, 2008, Administrative Law Judge George Carson II issued the attached decision. The Respondent filed an exception and a supporting brief. The General Counsel filed an answering brief, and the Respondent filed a reply brief.

The National Labor Relations Board[1] 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, except that the attached notice should be substituted for that of the administrative law judge.[2]

We agree with the judge that information requested by the Union in November 2006 concerning the Respondent's temporary (yellow badge) employees was relevant to the Union's policing of the Respondent's contractual obligation to make an "earnest effort" to find "non-traditional work" for laid-off unit employees, and that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the requested information. Contrary to the Respondent's exception, the Board's decision in *Disneyland Park*, 350 NLRB 1256 (2007), does not alter that result. *Disneyland Park* reaffirmed that a union must demonstrate the relevance of requested nonunit information to trigger an employer's obligation to furnish it. Under the Board's broad discovery-type standard, the General Counsel can establish the relevance of requested information by presenting evidence either (1) that the union demonstrated relevance of the nonunit information; or (2) that the relevance of the information should have been apparent to the respondent under the circumstances. *Disneyland Park*, supra.[3]

First, the Union demonstrated the relevance of the requested information. Here, the Union requested information concerning "yellow badge" (nonunit) employees after observing some of them performing work that the Union believed bargaining unit employees should be doing, at a time when there were about 70 unit employees on layoff. Section 19.5C of the parties' contract obligates the Respondent to minimize layoffs by attempting to identify and assign to unit employees work historically performed by nonbargaining unit employees.[4] The Respondent defends its refusal to provide the information on the ground that the Union did not show that yellow badge work fits within the meaning of "non-traditional work" under section 19.5C of the parties' collective-bargaining agreement. We reject that claim.

The Respondent itself treated yellow badge work as "non-traditional work" in July 2006, when it settled a grievance under section 19.5C by recalling two bargaining unit employees from layoff and assigning them "non-traditional" work that had been performed by yellow badge employees. The Union therefore had a reasonable belief that yellow badge work could fall under the umbrella of "non-traditional work" within the meaning of the parties' contract.

Second, the General Counsel has shown that the relevance of the information should have been, and was, apparent to the Respondent under the circumstances. Manager Amanda Shank's November 20, 2006 response to the Union's request for yellow badge information, stating that the Respondent "clearly understand[s] the union's intent for this information" and that "[t]o this end, [the Respondent] will continue to make an earnest effort to find non-traditional work opportunities when possible" shows that the relevance of the requested information for the policing of Section 19.5C of the collective-bargaining agreement was apparent to the Respondent. Accordingly, we agree with the judge that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide the requested information.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Hamilton Sundstrand, Rockford, Illinois, its officers, agents, successors, and assigns,

[1] Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Chairman Schaumber and Member Liebman constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act.

[2] We grant the General Counsel's unopposed motion to correct the judge's notice to change the name of the Union from International Brotherhood of Teamsters Local Union 549 to International Union UAW and its Local 592.

[3] Member Liebman dissented in *Disneyland Park*, and she applies it here for institutional reasons only. She agrees with Chairman Schaumber that even applying the standard set forth by the majority in *Disneyland Park*, the Union has met its burden of showing the relevance of the requested information.

[4] Sec.19.5C provides, in part, that:

In areas where the workload decreases, the Company will make an earnest effort to find work for affected employees by assigning them to work historically performed by non-Bargaining Unit employees.

The intent of assigning Bargaining Unit employees to non-traditional work is to prevent and/or minimize layoffs in the Bargaining Unit.

shall take the action set forth in the Order, except that the attached notice is substituted for that of the administrative law judge.

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 Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with International Union UAW and its Local 592 by failing and refusing to provide requested information that is relevant and necessary to the Union as the collective-bargaining representative of our hourly paid production and maintenance employees.

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

WE WILL promptly furnish the Union with information reflecting where at pants 1 and 6 the yellow badge employees are working, for whom they are working, and what their job duties are.

HAMILTON SUNDSTRAND

Ahava Pyrtel, Esq., the General Counsel.
Max Brittain and *Lee Ann Rabe, Esqs.*, for the Respondent.
Ted Dever, for the Charging Party.

DECISION

STATEMENT OF THE CASE

GEORGE CARSON II, Administrative Law Judge. This case was tried in Peoria, Illinois, on November 13, 2007, pursuant to a complaint that issued on April 30, 2007.[1] The complaint alleges that the Respondent failed and refused to provide the Union with requested relevant information in violation of Section 8(a)(1) and (5) of the National Labor Relations Act (the Act). The Respondentent's answer denies any violation of the Act. I find that the Respondent violated the Act as alleged in the complaint.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Hamilton Sundstrand, the Company, is a Delaware corporation engaged in the business of aerospace product design and manufacturing at multiple national and Iternational locations including its facilities in Rockford, Illinois. The Company annually purchases and receives goods and materials valued in excess of $50,000 directly from points outside the State of Illinois. The Respondent admits, and I find and conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The Respondent admits, and I find and conclude, that International Union UAW and its Local 592, the Union, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

The Company, headquartered in Windsor Locks, Connecticut, has manufacturing facilities throughout the world. Approximately 2300 employees work at various facilities in Rockford, Illinois, including the Plamt 6 campus, at which Plamt 6 and several other numbered plants are located and at which some 2000 employees work, and Plamt 1, which is located a few miles from the Plamt 6 campus and at which some 300 employees work.

Employees of the Company wear red identification badges. Individuals working at the Rockford facilities who are employed by various contractors and are not employees of the Company wear yellow identification badges. Yellow badge employees are all temporary and include highly skilled engineers, summer hire students who are pursuing degrees in fields unrelated to the Company's "core business areas," and other temporary employees hired on an as needed basis. Dave Pritchett, manager of human resources for customer service, testified that the typical procedure for obtaining a yellow badge employee begins with a company manager submitting a statement of work that would set out the "criteria for a person that we would bring in in a temporary situation."

The Union has represented employees in the following appropriate unit since 1946:

> All hourly paid production and maintenance employees; but excluding all office and shop clerical employees, nurses, personnel department employees, engineering department employees, experimental engineers, salaried employees and all supervisory employees.

In the mid-1980s, there were approximately 1500 employees in the bargaining unit, and in 2000 there were approximately 900 employees in the unit. The current bargaining unit consists of about 475 employees. In the 1980s, the Company relocated

[1] All dates are in 2006 unless otherwise indicated. The charge was filed on February 5, 2007.

several operations from Rockford, some to other locations in the United States and some to locations outside of the United States. According to retired UAW International Representative William Penn, at that time relations between the Company and Union were "at the lowest that I'd ever seen it." There was a lockout, a strike, and a period in which the unit employees worked without a contract. There was a rapprochement in the early 1990s that resulted in inclusion in the collective-bargaining agreement of language relating to job security for unit employees.

This proceeding concerns an information request regarding yellow badge employees that is predicated upon section 19.5, subsection C, Joint Involvement/Job Security, of the current contract, which is effective from June 25, 2003, until May 18, 2008, and which provides:

> In areas where the workload decreases, the Company will make an earnest effort to find work for affected employees by assigning them to work historically performed by non-Bargaining Unit employees.
>
> The intent of assigning Bargaining Unit employees to non-traditional work is to prevent and/or minimize layoffs in the Bargaining Unit. In an attempt to further enhance the effectiveness of the concept the following is agreed to:
>
> > (1) Unless time and circumstances prevent it, the Company will notify the respective Chief Steward on a weekly basis of all Unit employees assigned to non-traditional work and the approximate duration of each assignment.
> >
> > (2) Non-traditional work shall be offered in accordance with seniority in the classification and department affected by a reduction in work force provided they have the ability to perform the non-traditional work.
> >
> > (3) The parties recognize that in isolated cases it may not be practical to assign by seniority. In those cases, discussion with the respective Chief Steward will take place prior to the assignment. This assignment shall be limited to a maximum of not longer than 30 calendar days unless mutually agreed to by the Union and Company and shall not result in an employee being reduced or laid off out of line of seniority.

A listing of laid-off employees, General Counsel's Exhibit 4, shows a total of 73 unit employees on layoff as of January 29, 2007. At the hearing, there was testimony regarding contractual provisions relating to subcontracting and the relocation of work and whether the reason for the layoff of a particular employee affected the obligation of the Company under section 19.5C. After some discussion, the parties stipulated "with regard to the names on General Counsel's Exhibit 4," that the Respondent would not argue that "the laid-off employees are only either from subcontracting or relocation" . . . and "[t]hat there would be no application of [Section] 19.5C with respect to the obligation to look for non-traditional job opportunities [f]or workers laid off because of a decrease in work." Thus, section "19.5C would apply relative to . . . the earnest effort . . . to seek non-traditional . . . jobs for these employees." At the close of the hearing, counsel for the Respondent reconfirmed "[t]hat there are people on there [GC Exh. 4] … [t]hat could fall under 19.5C."

B. Facts

In 2006, the Company began preparations for the relocation of certain machining work from Rockford to Singapore. Chief Steward Mike Bagley, who works in plant 1, observed yellow badge employees copying various blueprints in conjunction with the relocation to Singapore.

On April 10, the recording secretary of the Union, Michael Rourke, requested information relating to yellow badge employees from Amanda Shank who, at that time, was manager of labor relations. The Union received no response and made a second request on May 16, to which there was also no response.

On May 18, Union Steward Dave Shade verbally presented to the appropriate first-line supervisors a grievance relating to yellow badge employees performing work that the Union contended was nontraditional work that could be performed by laid-off unit employees. The grievance was denied, and Chief Steward Bagley carried it to the second step. Senior Human Resources Representative Jennifer Sutherland, who at that time was a human resources generalist, sent Bagley an e-mail denying the grievance, but further stating that "[w]e understand and acknowledge the Union's concern about yellow badges, but the Company is operating within the parameters of 19.5. As opportunities arise, the Company will continue to review the job requirements, responsibilities and duties of assigned work, and we will pursue non-traditional job opportunities for the union where such assignments make business sense."

On June 21, Chief Steward Bagley, as provided in the contract, reduced the grievance to writing and presented it at the third step. The grievance states that the Union was "grieved over management's lack of any real effort to find non-traditional work for bargaining unit employees," pointing out that "[a]t this time there is an abundance of work of a non-traditional nature that the company is hiring temporary employees to perform while ignoring the C.B.A." The grievance cites section 19.5C of the contract and requests that the Company "put forth a good faith effort to find non-traditional work for either laid off Bargaining Unit employees or those in the Bargaining Unit who have the skills/abilities in the needed areas."

On July 6, at what was supposed to be the third-step grievance meeting, Human Resources Representative Mike Boug, who works at company headquarters in Connecticut, was present. The Union learned that Boug had directed human resources to remand the grievance to the second step and instructed that management "find non-traditional work for some bargaining unit people." Larry Smith, whose position is not identified in the record, prepared a list that was forwarded to the Union by Supervisor Willie Smith. Shortly thereafter, unit employees Al Harring and John Rinaldo were recalled from layoff and began performing work that had been being performed by "two yellow badge employees in the RSO room."

After the foregoing settlement of the grievance, Ted Dever, president of the Union, observed that "more and more" yellow badge employees appeared to be working at the Rockford facilities. At the hearing, Senior Human Resources Representa-

tive Sutherland confirmed that his observations were correct, explaining that there was "a huge bump" in the number of yellow badge employees due to the award to the Company of "the 787 program" but that most of the yellow badge employees were engineers. There is no evidence that the foregoing information was ever shared with the Union.

On November 3, Recording Secretary Rourke wrote Manager of Labor Relations Shank a letter that states, in pertinent part:

> In order to better represent the contract and our members we are requesting the following information in regard to the "Yellow Badges" located at plants 1 and plants 6. In particular we request the following information:
>
> 1. Please inform us as to the number of "Yellow Badges."
> 2. Where are these "Yellow Badges" working?
> 3. Who are the "Yellow Badges" working for?
> 4. What are the "Yellow Badges" job duties?

On November 20, Manager Shank responded to the Union in a letter advising that there were currently "485 yellow badge contractors." The letter continues stating:

> We do not have any additional information relating to department, supervision or job duties. We clearly understand the union's intent for this information. To this end, we will continue to make an earnest effort to find non-traditional work opportunities when possible.

The foregoing response made no claim that the request of the Union related to irrelevant information or that provision of the information would be too burdensome.

On December 13, Rourke wrote Shank stating that her response "falls extremely short of adequate" in that it only responded to one of the four specific requests and repeating that the Union was requesting the remaining information "in order to better represent our members and uphold the Collective Bargaining Agreement." It closes by noting that, if the Company would provide the remaining information, "we will surely be able to assist with the efforts of finding non-traditional work to better utilize manpower."

Shank responded by letter dated December 21, stating that the Union "has been provided all information available in regards to the yellow badge information request" and restating the commitment of the Company to "continue to make an earnest effort to find non-traditional work opportunities when possible."

On February 5, 2007, the Union filed the charge herein and, on February 16, 2007, President Dever wrote Cheryl Worden, the new manager of labor relations, restating the Union's need for the information and explaining that "[w]ithout the requested information it is impossible for the Union to determine whether there are non-traditional work opportunities that Bargaining Unit employees could be performing in order to help minimize reductions." Worden verbally responded that the Company was not going to supply the information.

Union President Dever testified that, based upon his observations, yellow badge employees were performing work that bargaining unit employees could perform, and that the Union made the foregoing request in order to determine "whether there were any temporary employees performing work that we thought that we were capable of performing." He explained that the request regarding where the yellow badge employees were working would enable the Union to identify the union representative who would be able to "verify what the actual job duties are that the yellow badge was performing." President Dever explained that the Union needed to know for whom the yellow badge employees were working in order to confirm with the respective supervisor whether the yellow badge employees had completed the tasks for which they were brought in or whether they were "being given other types of tasks that don't fall under the statement of work." Dave Pritchett, manager of human resources for customer service, acknowledged that the day to day work of yellow badge employees was overseen by company supervisors. The request relating to yellow badge employees' job duties would determine whether bargaining unit employees were capable of performing the work.

Senior human resources Representative Sutherland admitted that human resources does not look for nontraditional job opportunities "[o]nce the decision is made by someone to staff with non-employees, yellow badges." Requests for temporary employees are made by individual managers and would be reflected on a request or purchase order. Sutherland pointed out that "these are typically engineering related jobs," and that human resources does not know what needs have been identified by various managers for yellow badge employees. She testified that the "requests or purchase orders" are not filed with Human Resources or in any central location, that the Company does not "have a centralized repository." On cross examination, Sutherland was reminded of that testimony and asked, "Where are they maintained?" Sutherland answered, "There are three separate systems. One is J.D. Edwards, one is Azure, and one is Console." There was no further questioning of Sutherland regarding the "separate systems" that she identified. Sutherland acknowledged that the Company has an e-mail system that permits an individual to send a single e-mail to multiple recipients.

C. Analysis and Concluding Findings

The complaint alleges that the information sought by the Union regarding yellow badge employees in its letter dated November 3 was relevant and that the failure and refusal of the Respondent to provide that information violated the Act.

Although information relating to bargaining unit employees is presumptively relevant, a union must make a showing of relevance and necessity when requesting information relating to nonunit employees. As explained by the Board in *Frito-Lay, Inc*., 333 NLRB 1296 (2001):

> It is well established that when a union seeks information concerning matters outside the bargaining unit, the union is required to make a showing of relevancy and necessity. See, e.g., *Public Service Electric & Gas Co.,* 323 NLRB 1182, 1186 (1997), enfd. 157 F.3d 222 (3d Cir. 1998). But the Board has made it clear that the burden of establishing relevancy and necessity in this context "is not an exceptionally heavy one, requiring only that a showing be made of a 'probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory du-

ties and responsibilities.'" Id., quoting *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967).

Counsel for the General Counsel points out that the Respondent never claimed that the information sought was not relevant or that producing it would be burdensome. Rather, the Respondent claimed that it had provided "all information available." Counsel argues that the evidence adduced at the hearing establishes that the information sought is relevant and can be made available, albeit not from a single central location.

The Respondent, although never advising the Union that it contended that the information sought was not relevant, argues that the requested information is not relevant because it related to nonunit employees and nonunit work. Contrary to that argument, section 19.5C of the contract, in which the Respondent agrees to make an "earnest effort" to find nontraditional work in order to "prevent and/or minimize layoffs in the Bargaining Unit," by its very terms relates to nonunit work that would otherwise be performed by nonunit employees. As hereinafter discussed, I find that the information sought by the Union is relevant to its enforcement of the contract.

The Respondent's brief asserts that the Union "for the first time revealed to the Company its reasoning for requesting the Yellow Badge worker information" after filing the charge herein, citing General Counsel's Exhibit 10, the letter of February 16, 2007, to the new manager of labor relations, Cheryl Worden, in which President Dever specifically explained that "[w]ithout the requested information it is impossible for the Union to determine whether there are non-traditional work opportunities that Bargaining Unit employees could be performing in order to help minimize reductions." The Respondent's brief neglects acknowledging that, prior to Worden becoming manager, there was no need for an explanation. Former Manager Shank was fully aware of the reason for the Union's November 3 information request and its relevance with regard to administration of the collective-bargaining agreement. A union need not cite particular provisions of the contract it seeks to enforce. There is no requirement that a union "say the 'magic words,' in order to find that the information is relevant to the Union's right to police the contract." *Minnesota Mining & Mfg. Co.*, 261 NLRB 27, 38 (1981), citing *East Dayton Tool & Die Co.*, 239 NLRB 141, 142 (1978). Manager Shank's response of November 20, confirms that the Respondent understood "the union's intent for this information." Shank did not dispute the relevance of the information. Paraphrasing the contract, she assured the Union that the Respondent would "continue to make an earnest effort to find non-traditional work opportunities when possible." Worden, after receipt of Dever's letter, did not dispute the relevance of the information, but the information was not provided.

The Respondent, in its brief, cites the testimony of former International Representative Penn and President Dever in which they acknowledged that the contract does not require the Respondent to create nontraditional jobs and then argues that "creation of a [non-traditional job] position is precisely what happens when Yellow Badge workers are staffed on Hamilton Sundstrand projects" and that unit employees "have no entitlement to those positions." The foregoing argument is fallacious. The issue is not the absence of an obligation to create nontraditional jobs or entitlement of unit employees to a newly created position. The issue is the entitlement of the Union to information regarding nontraditional work. The absence of a contractual provision requiring the creation of positions does not alter the 19.5C contractual obligation to make an "earnest effort to find work for affected employees by assigning them to work historically performed by non-Bargaining Unit employees." Information establishing whether the Respondent is fulfilling that contractual obligation is relevant. The Respondent's argument that section 19.5C does not relate to work being performed in positions filled by yellow badge employees ignores the obvious. If the Respondent had complied with the contract in the first instance and made an earnest effort to locate nontraditional work, as it did retroactively in July pursuant to Boug's direction, it might have been unnecessary to hire a yellow badge employee to perform the work. The information sought by the Union would establish what nontraditional work was being performed by yellow badge employees and whether unit employees were capable of performing that work.

The Respondent's brief does not mention or discuss the grievance that was settled in response to the direction given to management at Rockford by Human Resources Representative Mike Boug, who works at the Respondent's headquarters in Windsor Locks, Connecticut, to "find non-traditional work for some bargaining unit people." As the General Counsel's brief points out, citing *Island Creek Coal Co.*, 292 NLRB 480 (1989), it is not necessary that a union be able to prove that the contract has been violated in order to obtain the desired information. Although the Respondent argues that unit employees "have no entitlement to" positions filled by yellow badge employees, the settlement of the grievance filed by Chief Steward Bagley that resulted in the recall from layoff of two unit employees to perform nontraditional work that had been being performed by two yellow badge employees suggests otherwise. This case relates to an information request, not the merit of a potential grievance. "The Board evaluates information requests on the basis of the relevance of information sought, not the merit of a grievance." *Pet Dairy*, 345 NLRB 1222, 1224 (2005).

The Respondent's brief also does not address the admission of Senior Human Resources Representative Sutherland that human resources does not look for nontraditional job opportunities "[o]nce the decision is made by someone to staff with non-employees, yellow badges." That admission effectively contradicts the assurance in Manager Shank's November 20 letter that the Respondent, at Rockford, was continuing to make "an earnest effort to find non-traditional work opportunities when possible."

The Respondent cites *San Diego Newspaper Guild* (*Union-Tribune Publishing Co.*, 220 NLRB 1226 (1975), for the proposition that a request for information regarding nonunit employees requires a showing that the information "is relevant to bargainable issues." That case is inapposite in that it was held that the information sought did not directly affect bargaining unit members. In this case the information sought pursuant to a contractual provision does directly affect bargaining unit employees. Manager Shank assured the Union that the Respondent

was making "an earnest effort to find nontraditional work opportunities when possible." It is well settled that a union is not required to accept an employer's assurance that it is complying with a collective-bargaining agreement. "[T]he union is entitled to conduct its own investigation and reach its own conclusions." *Reiss Viking*, 312 NLRB 622, 625 (1993). See also *Shoppers Food Warehouse*, 315 NLRB 258, 259 (1994). The rationale underlying that entitlement is clearly shown in this case in which two unit employees were recalled to perform work that had been being performed by two yellow badge employees following the identification of nontraditional work in the July settlement of the Union's grievance. The failure of management in Rockford to have identified that work prior to the intervention of Boug casts doubt upon the earnestness of the efforts of Rockford management.

Prior to this hearing, the Respondent had claimed only, as noted in the Respondent's letter of November 20, and more explicitly stated in its letter of December 21, that the Union "has been provided all information available in regards to the yellow badge information request." I find it incomprehensible that this International corporation was or is unaware of where yellow badge employees are working or what work they are performing. It may well be true that the Respondent does not have the information requested by the Union in precisely the form requested by the Union, but that does not relieve the Respondent of its obligation to provide relevant information.

Although the Respondent informed the Union that it had been "provided all information available in regards to the yellow badge information request," the Respondent, in its brief, makes no such claim. Sutherland admitted that, although requests or purchase orders for temporary personnel were not maintained at one centralized location, they were maintained on "three separate systems . . . J.D. Edwards . . . Azure, and . . . Console." Sutherland was questioned further in that regard, but her response confirms that the Respondent has systems that keep track of the temporary personnel that it is utilizing. Any claim that this Respondent, an international corporation, does know the services for which it is paying and by whom and where those services are being performed is incredible. When an employer has records that are responsive to a union's information request but not in precisely the form sought by union, "it must make some effort to 'inform' the union so that the union may, if necessary, modify its request accordingly." *Yeshiva University*, 315 NLRB 1245, 1248 (1994). Sutherland also acknowledged that the Respondent's e-mail system permits an individual to send a single e-mail to multiple recipients. Thus, as the General Counsel's brief points out, she could have forwarded the Union's request to all managers who would then identify whether they were utilizing any yellow badge employees, and, if so, provide the request or purchase order pursuant to which the yellow badge employees were working.

The information requested by the Union is relevant and necessary to assure that the Respondent is complying with the contract. The Respondent, by failing and refusing to provide the Union with the requested information relating to yellow badge employees violated Section 8(a)(5) of the Act.

CONCLUSION OF LAW

By failing and refusing to provide the Union with the information it requested on November 3, 2006, said information being relevant and necessary to the Union as the collective-bargaining representative of the employees in the appropriate unit, 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.

The Respondent having failed and refused to provide the Union with information reflecting where at plants 1 and 6 the yellow badge employees are working, the Hamilton Sundstrand manager or supervisor for whom they are working, and what their job duties are, it must promptly supply that information. The Respondent must also post an appropriate notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

The Respondent, Hamilton Sundstrand, Rockford, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with International Union UAW and its Local 592 by failing and refusing to provide requested information that is relevant and necessary to that Union as the collective-bargaining representative of its hourly paid production and maintenance employees.

(b) In any like or related manner interfering with, restraining, and coercing employees in the exercise of rights guaranteed them in Section 7 of the Act.

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

(a) Promptly furnish International Union UAW and its Local 592 with information reflecting where at plants 1 and 6 the yellow badge employees are working, for whom they are working, and what their job duties are.

(b) Within 14 days after service by the Subregion, post at its facilities in Rockford, Illinois, copies of the attached notice marked "Appendix."[3] Copies of the notice, on forms provided by the Regional Director for Subregion 33, 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 em-

[2] 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

[3] 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."

ployees 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 November 3, 2006.

(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.