The Bendix Corporation *and* Local #807 International Union of Electrical, Radio and Machine Workers, AFL-CIO, CLC. Case 25-CA-7316

June 11, 1979

DECISION AND ORDER

BY MEMBERS PENELLO, MURPHY, AND TRUESDALE

On February 8, 1978, Administrative Law Judge Irwin H. Socoloff issued the attached Decision in this proceeding. Thereafter, Respondent and Charging Party filed exceptions and briefs, and the General Counsel filed cross-exceptions and a brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions, cross-exceptions, and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge only to the extent consistent herewith and to adopt his recommended Order, as modified herein.

The Union, by letter dated May 28, 1975, requested several items of information from Respondent, including (1) data on the race and sex of persons in various classifications in the bargaining unit and of persons who had been hired for those classifications, along with information on wage rates and promotions for those employees;[1] (2) copies of complaints and charges filed against Respondent under the Equal Pay Act, Title VII, Executive Order 11246 and state fair employment practices laws; and (3) reports required under Executive Order 11246.[2] Respondent refused to provide any of the information requested by the Union.[3] The Administrative Law Judge found the Union was entitled to the information. Respondent excepted.

For the reasons set forth in *Westinghouse Electric Corporation,* 239 NLRB 106 (1978), we find, despite Respondent's exceptions, that the Union is entitled to the requested race and sex data for the unit employees described in (1), above, and we adopt the Administrative Law Judge's recommended Order that Respondent furnish the current requested data.

Respondent also excepted to the portion of the Administrative Law Judge's recommended Order requiring that the Respondent furnish the Union with copies of all complaints and charges filed against Respondent under the Equal Pay Act, Title VII, Executive Order 11246, and state fair employment practices laws. We find merit to these exceptions only to the extent that we will modify the recommended Order of the Administrative Law Judge to limit the documents produced to those charges and complaints involving unit employees and to allow deletion of the names of the charging parties therefrom. The Union has established the relevance of the charges and the complaints in light of the facts set forth below. The relevant collective-bargaining agreement between Respondent and the Union contains a clause stating that the parties will not discriminate in the hiring of employees, or in related employment matters, on the basis of race, color, creed, national origin, sex, marital status, age, handicaps, veteran status, or membership in the Union. There were at the time of the hearing approximately 90 employees in the unit, of which only 1 or 2 were black. The majority of the unit employees were women with the percentage of female employees in lower paying jobs being greater than the percentage in higher paying positions. Furthermore, at the hearing the union president testified that he regularly receives complaints from female employees concerning the work they perform, with at least two complaints from women with respect to their classifications, although no grievances have been filed because of the Union's lack of information necessary to determine whether or not Respondent is engaging in discriminatory practices. We find that these factors establish the relevance of the complaints and charge. Therefore, for the reasons set forth in *Westinghouse, supra,* we will order Respondent to furnish the Union copies of the complaints and charges with the above-stated modifications.

The Administrative Law Judge further recommended that Respondent be ordered to furnish the Union copies of reports filed under Executive Order 11246. We find merit to Respondent's exceptions on this point inasmuch as the Union has not established the relevance of these reports. In accord with the principles set forth in *Westinghouse, supra,* we find that Respondent has not violated Section 8(a)(5) and (1) of the Act by refusing the Union's request for this information.

Finally, the Union made an additional request for information in a letter dated July 31, 1975:

[1] Respondent has interpreted the request for information regarding persons hired in each of the bargaining unit classifications as a request for applicant information, arguing that such data are not relevant for purposes of collective bargaining. We do not agree with that interpretation, however, and find that the Union has made no request for applicant data.

[2] A postcript to this letter contained a request for "a copy of our Insurance Agreement." We adopt the Administrative Law Judge's finding that this request was stated in terms too ambiguous to give rise to a compliance obligation.

[3] Respondent, in its June 19, 1975, reply to the Union's request, stated, *inter alia,* that it would not produce the information pending an ultimate resolution to the contrary in a case raising similar issues at the Respondent's Dayton, Ohio, facilities. The Administrative Law Judge, in fn. 2 of his Decision, erroneously cited *The East Dayton Tool and Die Co.,* Case 9-CA-8887, rather than *Automation & Measurement Division, The Bendix Corporation,* Case 9-CA-8762, 242 NLRB 62 (1979).

> Through observation we can see that there are very few minorities employed by the Company and we feel it is very necessary for you to explain the reasons for not hiring more minorities. Also, what the Company has to recommend to eliminate such practices in the future.

In response, Respondent stated that it maintained a policy of hiring on a nondiscriminatory basis and would continue to do so. For the reasons set forth in *The East Dayton Tool and Die Co.*, 239 NLRB 141 (1978), we find merit to Respondent's exceptions to the Administrative Law Judge's conclusion that Respondent violated the Act by refusing to supply the requested information. We will dismiss the complaint in this respect.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, The Bendix Corporation, Franklin, Indiana, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(a):

"(a) Upon request, furnish the above-named Union current information relevant to possible race or sex discrimination or the advancement of equal opportunities for female and minority group employees in the bargaining unit, as specified in the Board's Decision."

IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleges violations not found herein.

MEMBER MURPHY, dissenting:

Once again the Board majority has ordered an employer to breach its employees' confidentiality, as well as its own, concerning charges filed by employees under various Federal and state fair employment laws.[4]

Although well motivated, the Board shows its inexperience in this area by attempting to "protect the confidentiality of these employees" by "deletion of the names of the charging parties" in the documents it orders the Employer to turn over to the Union. Anyone who has ever examined an EEOC charge or complaint would realize how simple it is to deduce the names of the charging parties from the information supplied in the charge itself.[5]

Obviously, as I have stated in other dissents on this subject,[6] the Board, by forcing the disclosure of these documents, not only breaches the confidentiality of the employees involved but also breaches the confidentiality guaranteed employers under these Federal and state statutes.

In *Westinghouse*, the great-grandfather of the case in hand, the Board found the Union's request for EEO data to be "relevant" without ever stating why. Now, finally, after issuing a number of decisions, the Board undertakes to explain its meaning of "relevant." The facts upon which the Board bases its relevancy finding are that the unit of 90 employees contained "only 1 or 2" blacks and that women, who comprised the majority of the unit employees, were also in the majority of the low paying jobs. Further, the Board finds "relevant" the unsupported testimony of the union president that although he "receives complaints from female employees" grievances have not been filed because of the Union's "lack of information necessary to determine whether or not Respondent is engaging in discriminatory practices."[7] Although these facts establish "relevancy" for the Board majority as to the charges and complaints, these same reasons are not "relevant" enough to warrant disclosure of the reports filed by the Employer under Executive Order 11246. Although I agree with the majority that employers should not be ordered by the Board to furnish reports under Executive Order 11246, I do so on the grounds of due process protection and not for any pretended "lack of relevancy." I emphasize here as I did in the earlier cases involving this issue that one of the main purposes of Title VIII and of Executive Order 11246 is to obtain *voluntary* compliance by the Employer and the Union. The Board here is placing this valuable goal of voluntary compliance in jeopardy by fooling around in an area where it has no expertise or statutory mandate.

For reasons stated in my dissent in *Westinghouse, supra*, I would also not require the Employer to turn over to the Union data on the race and sex of persons in various classifications in the bargaining unit and of persons who have been hired for those classifications. Although the Board majority, in footnote 1, found that the Employer incorrectly interpreted the Union's request as seeking to include applicant information

[4] The laws referred to by the majority are the Equal Pay Act of 1963, 73 Stat. 56, 29 U.S.C. 206(d), Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(e); Executive Order 11264, as amended by Executive Order 11375 (1967); and various state fair employment practice laws.

[5] See fn. 86 in my dissent in *Westinghouse Electric Corporation*, 239 NLRB 106 (1978).

[6] *Westinghouse Electric Corporation, supra; The East Dayton Tool and Die Co.*, 239 NLRB 141 (1978); *Safeway Stores, Incorporated*, 240 NLRB 836 (1979); and *Automation & Measurement Division, The Bendix Corporation*, 242 NLRB 62 (1979).

[7] Here again the Board is turning over documents to the Union even though neither the Union nor any unit employees have filed grievances alleging discrimination.

and found that the Union made no such request for applicant data, I would deny any future request concerning information about applicants — who are neither hired nor ever become part of the unit — for reasons stated in my dissent in *The East Dayton Tool and Die Co., supra.*

DECISION

STATEMENT OF THE CASE

IRWIN H. SOCOLOFF, Administrative Law Judge: Upon a charge filed August 22, 1975, by Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, herein referred to as the Union, against The Bendix Corporation, herein called Respondent, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 25, issued a complaint dated October 30, 1975, alleging violations by the Respondent of Section 8(a)(1) and (5) and Section 2(6) and (7) of the National Labor Relations Act, as amended, herein called the Act. Respondent, by its answer, denied the commission of any unfair labor practices.

Pursuant to notice, hearing was held before me in Indianapolis, Indiana, on November 17, 1976, at which the General Counsel and Respondent were represented by counsel and all parties were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. Thereafter, the parties filed briefs which have been duly considered.

Upon the entire record in this case, and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is a Delaware corporation engaged, at its Franklin, Indiana, plant, in the manufacture, sale, and distribution of electrical components and related products. During the year preceding issuance of the complaint, a representative period, Respondent received at its Franklin facility goods and materials valued in excess of $50,000 which were shipped from points located outside the State of Indiana. In that same period, Respondent shipped products valued in excess of $50,000 directly to points located outside the State of Indiana. I find that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background*

The Union has been the certified collective-bargaining representative of the production and maintenance employees working at Respondent's Franklin, Indiana, plant since 1964. The instant dispute, which revolves about the Union's requests for certain information, and Respondent's refusal to accede to such requests, arose during the life of a collective-bargaining agreement which was in effect from October 1, 1973, until September 30, 1976. In this proceeding, the General Counsel and the Union contend, and Respondent denies, that Respondent violated Section 8(a)(5) and (1) of the Act by its refusal to supply to the Union the aforesaid information pertaining to possible race and sex discrimination within the appropriate bargaining unit.

B. *Facts*

On May 28, 1975, the Union sent a letter to Respondent, requesting certain information, and stating:

> The IUE has had a consistent program calling for the total elimination of all forms of discrimination in the community and on the job. In accordance with the policy of our International Union and this local and our duty to represent all employees in the bargaining unit, we have been looking into these matters and find that the employer can best furnish certain information. Accordingly, we would appreciate your supplying the following to us:
>
> 1. The number of male, female, black and Spanish-surnamed employees in each classification in the bargaining unit. Please also state the wage rate for each of these classifications.
> 2. The number of persons hired in each classification during the past twelve months, with a breakdown as to race, sex, and Spanish-surnamed employees showing the sex of all black and Spanish-surnamed employees.
> 3. The number of promotions or upgrades for the last twelve months, broken down by race, sex and Spanish-surnamed persons showing the job level of each upgraded employee prior to and subsequent to each such upgrade and the race, sex and whether Spanish-surnamed for each of these upgraded employees.
>
> In connection with each of the above, please show the sex of all white, black and Spanish-surnamed employees, i.e., white male, white female, black male, black female, Spanish-surnamed male and Spanish-surnamed female.
>
> In addition, please send us:
>
> 4. A list of all complaints and charges filed against the company under the Equal Pay Act, Title VII, Executive Order 11246, and state fair employment practices laws and copies of each complaint or charge. Please advise also of the status of each of these cases.
> 5. If you have filed a report under Executive Order 11246 requiring equal employment opportunity statements of all government contracters, please send us a copy of that report and any compliance reviews which have been made.
>
> If the information is not available in the form requested, we will accept such alternatives as may be convenient to the Company so long as they will essentially provide the best available bargaining informa-

> tion concerning the foregoing subjects. To facilitate the receipt of this information, it is requested that you provide some or any part thereof as soon as it is prepared and becomes available. In addition, if you have any questions concerning what information is requested or whether an alternative form will be appropriate, please communicate with us so that its receipt may be expedited.[1]

Thereafter, on June 19, 1975, Respondent stated in its reply to the Union that "it shall be our position that the information which you seek is inappropriate for submission to you" unless and until an ultimate resolution to the contrary obtains in a case raising similar issues involving The Bendix Corporation at its Dayton, Ohio, facilities.[2] On July 31, 1975, the Union, by letter, requested the following information:

> Through observation we can see that there are very few minorities employed by the Company and we feel it is very necessary for you to explain the reasons for not hiring more minorities. Also, what the Company has to recommend to eliminate such practices in the future.

By letter dated August 26, 1975, Respondent stated that it had maintained a policy of hiring on a nondiscriminatory basis, and would continue to do so.

The bargaining unit represented by the Union consists of some 90 employees, the majority of whom are women, and generally includes only 1 or 2 black employees. According to the testimony of Union President David Hall, as corroborated by Plant Manager Charles Toolan's testimony, the percentage of women employed in the lower paying departments is greater than the percentage of women working at higher paying jobs. Hall further testified that he regularly receives complaints from female employees concerning the work they perform, and, in two instances, he received complaints from women with respect to their classifications.[3] Nonetheless, grievances have not been filed because, according to Hall, the Union does not have the information needed to determine whether or not the Company is engaging in discriminatory practices.

The effective collective-bargaining contract contains the following pertinent clauses:

> Article III
> NON-DISCRIMINATION
>
> *Section 1.* The Company will not discriminate in the hiring of employees, or their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, color, creed, national origin, sex, marital status, age, physical or mental handicaps, disabled veterans and Vietnam Era Veterans, or for membership in the Union. The Union likewise agrees that it will not discriminate because of the aforementioned reasons.

> Article XXI
> WAIVER
>
> *Section 1.* The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Respondent concedes that it was able to understand, from a reading of the Union's letters, exactly what information was being requested in the equal employment opportunities area. It also concedes its ability to comply with those requests. However, with respect to the "Insurance Agreement" requested in the postscript to the May 28 letter, Respondent's supervisor of administrative services, John Stoker, testified that he thought that request referred to the detailed insurance agreement between Respondent and the Union, a matter already in the Union's possession. On the other hand, Charles Ziegler, and International representative of the International Union of Electrical Radio and Machine Workers, AFL-CIO-CLC, testified that the request was for the agreement between Respondent and the carrier which implemented the insurance agreement of the Union and Respondent. Ziegler further testified that his request followed a change of carriers by Respondent.

C. *Conclusions*

It is well established that a labor organization, acting in its capacity as collective-bargaining representative, is entitled, upon appropriate request, to information from the employer that is needed by such bargaining agent for the proper performance of its duties.[4] The employer's obligation to supply relevant information is part of its general obligation to bargain in good faith and applies, not only during the period of contract negotiations, but also during the term of an agreement.[5] In the latter period, the bargaining agent is entitled to information relevant to the performance of its duty to police the administration of an existing agreement as well as its duty to formulate proposals in connection with future contract negotiations.[6]

Generally, any information which is relevant, and, therefore, reasonably necessary to the union's discharge of its statutory obligations, falls within the sphere of the union's entitlement.[7] This includes information of "potential value" to the union in assisting it "in its task of deciding whether to institute grievance proceedings or use other policing tools under the existing agreement" and in guiding the union "in contract negotiations themselves."[8] Certain data, such as wage and related information pertaining to employees in

[1] The following appeared as a postscript to that letter: "I would like to request a copy of our Insurance Agreement."

[2] *The East Dayton Tool and Die Co.*, Case 9-CA-8887.

[3] In one of those cases, after oral protest by the Union, the employee received her desired classification.

[4] *N.L.R.B.* v. *Acme Industrial Co.*, 385 U.S. 432 (1967).

[5] *Ibid.*

[6] *Western Massachusetts Electric Company*, 234 NLRB 118 (1978).

[7] *Vertol Division, Boeing Company*, 182 NLRB 421 (1970).

[8] *Curtiss-Wright Corporation, Wright Aeronautical Division* v. *N.L.R.B.*, 347 F.2d 61 (3d Cir. 1965).

the bargaining unit, are presumptively relevant since such information "concerns the core of the employer-employee relationship."[9] In addition, if requested information relates to one or more existing contract provisions it thus is "information that is demonstrably necessary" to the union "if it is to perform its duty to enforce the agreement and to prepare for possible future negotiations."[10]

In my view, the decision of the Supreme Court in *Emporium Capwell Co.* v. *Western Addition Community Organization*[11] warrants the conclusion that information pertaining to possible race and sex discrimination in the bargaining unit is also *presumptively relevant* to the bargaining agent's discharge of its statutory obligations. In that case, the Court stated that "the elimination of discrimination and its vestiges is an appropriate subject of bargaining" and that:

> Plainly, national labor policy embodies the principles of nondiscrimination as a matter of highest priority . . . and it is a commonplace that we must construe the NLRA in light of the broad national labor policy of which it is a part.

That decision, when read in light of the numerous Board and court cases holding that discrimination in representation because of race or sex is prohibited by this Act,[12] and other Federal laws which require employers and unions to eradicate discrimination in employment, convinces me that, like wage related information, information relating to possible race or sex discrimination "concerns the core of the employer-employee relationship." Accordingly, requests for such information need not contain a precise showing of relevance, unless effective employer rebuttal comes forth.[13]

In addition to the presumptive relevance which I believe attaches to information concerning possible race or sex discrimination, the Union's requests for such information in this case, expressed in terms of its need to meet its "duty to represent all employees in the bargaining unit," occurred during the life of a collective-bargaining contract which broadly prohibited race, sex, and other forms of discrimination in employment. As such, the information was "demonstrably necessary" to the Union's performance of its duty to enforce the agreement and prepare for future negotiations. Indeed, as noted, Union President Hall testified that the Union has not filed grievances pursuant to employee complaints because the Union does not have the information needed to determine whether or not the Company is engaging in discriminatory practices.

In light of the foregoing considerations, I reject Respondent's contentions that the requested information need not be supplied because:

1. There were neither grievances nor employment discrimination claims pending at the time the requests for information were made.

2. The requests were not made as part of the Union's preparation for negotiations and, moreover, by the contractual waiver clause, the Union waived its right to bargain and to gain information respecting employment discrimination.

3. The Union's sole motive for making the requests was its interest in protecting itself against potential liability.

4. The requests, *inter alia*, sought information with respect to Respondent's hiring practices, a matter beyond the legitimate interests of the Union.

Under the case authorities cited above, the pendency of grievances or discrimination claims is not a condition precedent to the Union's entitlement to information. It is sufficient that the requested information is relevant to the performance of the Union's statutory duties and obligations. As to the contractual waiver clause, whatever its substantive effects, if any, upon possible midcontract negotiations, it does not, by its terms, apply to requests for information needed to police compliance with the contract or to prepare for future negotiations. I likewise reject, as irrelevant, the contention that the Union desired the information solely to protect itself against potential liability. Even assuming the truth of that assertion, it is of no moment that a bargaining agent, in seeking to enforce an antidiscrimination agreement, or prepare future contract proposals in that area, is motivated by a desire to protect its own legal position by meeting its statutory responsibilities. Finally, with respect to the hiring information requested by the Union, such information is plainly relevant to enforcement of the contractual nondiscrimination clause which specifically prohibits discrimination in hiring. Moreover, the Board has held that "an employer's hiring policies and practices are of vital concern to employees inasmuch as such policies and practices inherently affect terms and conditions of employment."[14] Thus, the information requested was within the legitimate interests of the Union.[15]

Accordingly, I conclude that Respondent, by refusing to supply to the Union information pertaining to possible race and sex discrimination or the advancement of equal employment opportunities within the appropriate bargaining unit, pursuant to the Union's requests made on May 28, 1975, and July 31, 1975, violated Section 8(a)(5) and (1) of the Act.[16]

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

[9] *Ibid.*

[10] *The A. S. Abell Company*, 230 NLRB 1112 (1977).

[11] 420 U.S. 50 (1975).

[12] See, e.g., *Local Union No. 12, United Rubber, Cork, Linoleum & Plastic Workers of America, AFL-CIO (The Business League of Gadsen)*, 150 NLRB 312 (1964), enfd. 368 F.2d. 12 (5th Cir. 1965), cert. denied 389 U.S. 837 (1967).

[13] *Curtiss-Wright Corporation, Wright Aeronautical Division* v. *N.L.R.B.*, *supra.*

[14] *Tanner Motor Livery, Ltd.*, 148 NLRB 1402 (1964), enforcement denied on other grounds 419 F.2d 216 (9th Cir. 1969).

[15] See *General Electric Company*, 199 NLRB 286 (1972), enfd. 466 F.2d 1177 (6th Cir. 1972), where the Board held that requested information, if shown to be relevant to the Union's statutory duties and obligations, need not be related directly to the employees in the bargaining unit.

[16] My findings and conclusions herein apply to all matters requested by the Union's letters with the specific exception of the May 28, 1975, postscript request for a copy of "our Insurance Agreement." In light of all the evidence in this case, I find that this last request was stated in terms too ambiguous to give rise to a compliance obligation.

V. THE REMEDY

Having found that Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act, specifically, that Respondent be ordered to furnish to the Union the information which I have found herein was unlawfully denied to it.

CONCLUSIONS OF LAW

1. Respondent, the Bendix Corporation, is an employer engaged in commerce, and in operations affecting commerce, within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, is a labor organization within the meaning of Section 2(5) of the Act.

3. All production and maintenance employees of Respondent at its Franklin, Indiana, plant, excluding draftsmen, foremen, office clerical employees, professional employees, guards, and supervisors as defined in the Act constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, is, and at all times material herein has been, the exclusive representative of the employees in the unit described above within the meaning of Section 9(a) of the Act.

5. By refusing to furnish the above-named Union, upon its requests made on May 28, 1975, and July 31, 1975, with information relevant to possible race or sex discrimination or the advancement of equal opportunities for female and minority group employees in the unit referred to above, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

6. Respondent's failure to furnish the Union with copies of its master insurance agreement was not in violation of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[17]

The Respondent, The Bendix Corporation, Franklin, Indiana, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain with Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, as the exclusive bargaining representative of its employees in the unit described above, by refusing to furnish the Union with information relevant to possible race or sex discrimination or the advancement of equal opportunities for female and minority group employees in the bargaining unit.

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

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

(a) Upon request, furnish to the above-named Union information relevant to possible race or sex discrimination or the advancement of equal opportunities for female and minority group employees in the bargaining unit, including the information requested by the Union on May 28, 1975, and July 31, 1975.

(b) Post at its Franklin, Indiana, facility, copies of the attached notice marked "Appendix."[18] Copies of said notice, on forms provided by the Regional Director for Region 25, after being duly signed by Respondent's authorized representative, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 25, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

[17] In the event no exceptions are filed, as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[18] In the event that 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."

APPENDIX

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

WE WILL NOT refuse to bargain collectively with Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, by refusing to furnish information needed by the Union in order to fulfill its obligation to represent all employees fairly. The appropriate bargaining unit is:

> All production and maintenance employees, excluding draftsmen, foremen, office clerical employees, professional employees, guards and supervisors as defined in the Act.

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

WE WILL, upon request, furnish Local No. 807, International Union of Electrical, Radio and Machine Workers, AFL-CIO-CLC, with information relevant to possible race or sex discrimination or the advancement of equal opportunities for female and minority group employees in the bargaining unit.

THE BENDIX CORPORATION