

**A. O. Smith Corporation and Local Union No. 663,
International Brotherhood of Electrical Workers,
AFL-CIO. Case 30-CA-3277**

April 9, 1976

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS FANNING
AND PENELLO

On January 26, 1976, Administrative Law Judge David S. Davidson issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting 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 and briefs and has decided to affirm the rulings, findings,¹ and conclusions of the Administrative Law Judge and to adopt his recommended Order.

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 and hereby orders that the Respondent, A. O. Smith Corporation, Milwaukee, Wisconsin, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

¹ Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

DECISION

STATEMENT OF THE CASE

DAVID S. DAVIDSON, Administrative Law Judge: Pursuant to a charge filed on August 19, 1975, by Local Union No. 663, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter called the Union, a complaint issued on October 29, 1975, alleging that Respondent refused to furnish the Union upon request certain information relating to the subcontracting of work in violation of Section 8(a)(1) and (5) of the National Labor Relations Act, as amended. In its answer Respondent denies the

commission of any unfair labor practices.

A hearing in this case was held before me on November 18, 1975, in Milwaukee, Wisconsin. At the conclusion of the hearing oral argument was waived. Briefs have been filed by the General Counsel and Respondent.

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

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, a New York corporation, is engaged in the manufacture of automobile frames at its Milwaukee, Wisconsin, location. During the past calendar year, a representative period, Respondent shipped and sold goods and services valued in excess of \$50,000 from its Milwaukee, Wisconsin, plant directly to points outside the State of Wisconsin. I find that Respondent is an employer engaged in commerce within the meaning of the Act and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATION INVOLVED

The Union is a labor organization within the meaning of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Facts

1. The collective-bargaining relationship between the parties

For many years Respondent has recognized and bargained with the Union as the collective-bargaining representative of a unit of all general journeyman electricians, journeyman electricians, nondestructive test mechanics, utilitymen, and apprentices employed at Respondent's Milwaukee plant. The Union and Respondent have entered into a series of collective-bargaining agreements, the most recent of which became effective August 1, 1974, and runs until July 31, 1977. Since at least 1966 the parties have also had an additional agreement in letter form relating to the subcontracting of bargaining unit work. The most recent such letter dated December 8, 1971, is still in effect. In pertinent part it provides:

Because of the cyclical variations of work load, brought about largely by the needs of our customers in the Automotive Industry, coupled with a desire to avoid frequent adjustments in the work force, it has been and will continue to be our policy to attempt to maintain in our own work force that number of employees which we expect to be able to retain on a year-round basis.

It therefore follows that a certain amount of work, representing load which cannot be postponed, but exceeds our available capacity, will normally be subcon-

tracted. We will discuss with the union, at any time, the nature of the projected load and its probable effect on manpower levels, work assignments and work schedules.

* * * * *

During periods of layoff or reduced work weeks or when employees are working out of their regular classifications, all work that has been previously regularly done by the I.B.E.W. will be retained, to keep as many of our employees working as possible. If cases arise during such periods, where it is necessary to subcontract because of time limitations, lack of equipment or other unusual situations, the company will discuss the matter with the union prior to subcontracting.

It has been the practice of the Company whenever it intends to subcontract work which could be performed by bargaining unit employees to give the Union advance notice of its intent to subcontract and an opportunity to discuss the projected subcontracting. The amount of advance notice in the past has varied from a number of months to days apparently depending upon the Company's own ability to anticipate the need for subcontracting. The collective-bargaining agreement between the parties provides a grievance procedure and permits the filing of a grievance whenever any employee feels that he has been treated unjustly. The long relationship between the parties has been harmonious.

2. Respondent's notice to the Union of its intent to subcontract electrical work in the paintshop

On June 19, 1975, Walter Winchowky, Respondent's superintendent of construction and plant services, met with Paul Grahovac, vice president of the Union and chairman of its contact board, and other members of the contact board. Also present was Marshall Erickson, Respondent's foreman of construction. Winchowky told the contact board that the Company was planning to subcontract the rewiring of three vent fan motors and the installation of three tachometer generators and associated equipment in the paintshop. The contact board asked when the work was going to be done and how long it would take. Winchowky told them that the work would be done during inventory week, which was the week starting June 29 when production was scheduled to be suspended. Winchowky also said that it was estimated that approximately 80 man-hours were required for the job. The contact board asked why the work had to be done during inventory week and why Respondent's electricians could not do the work. Winchowky replied that there was no money available for overtime work to be performed by Respondent's employees.¹ In response to further questioning Erickson stated that there were no construction electricians available to do the work and that there was enough work available for the maintenance

electricians in their own areas to keep them busy for their normal hours during the inventory week. Grahovac expressed the opinion that if given the opportunity he could find electricians employed by Respondent who would be able to do the work.

There is no dispute that the work which the Company intended to subcontract was of a kind normally performed by bargaining unit employees and that bargaining unit employees had the requisite skills and experience to perform the work. It is also undisputed that during the time in question Respondent had a ban on overtime in effect which prohibited scheduling of overtime work except in emergencies. Further, it is undisputed that, if the bargaining unit employees had been permitted to work overtime, there would have been sufficient manpower within the bargaining unit to perform the work in question at the time desired by Respondent.

3. The Union's requests for information and Respondent's responses

After meeting with Winchowky Grahovac told Union President Leland Stanford about the meeting. Stanford told Grahovac that the Union would want to know the number of hours involved and the charging rate of the contractor.²

On the next day, June 20, Grahovac and another member of the contact board returned to Winchowky's office and asked for the exact number of hours estimated for the job, the charging rate of the outside contractor, a copy of the subcontract if one existed, and Respondent's charging rate.³ Grahovac told Winchowky that the Union had to have this information so that it could decide intelligently whether to file a grievance and whether it could argue that it could do the work on weekends rather than during the inventory week as proposed for the subcontractor. Grahovac again asked Winchowky if he would check out to see whether the maintenance people could do the work and asked again whether they could go on long hours to do the work.⁴ Again Winchowky said there was no money available for overtime, and Grahovac again said that if he was given a chance he believed he could find people to do the work. Winchowky said he would check out the requested information and get back to Grahovac with an answer.⁵

Grahovac testified that the Union was interested in obtaining the charging rates to find out whether the Company's electricians could compete with the outside

² The charging rate is the total hourly rate charged by the contractor for each man-hour of service supplied. It reflects all costs per man-hour including wages, fringe benefits, overhead, and contractor's profit.

³ Respondent's charging rate reflects the total hourly cost charged to the operating departments within the Company for the services of Respondent's electricians. It is designed to reflect not merely the wage rate received by the electricians but also the cost of other benefits received by them and overhead items attributable to them. Respondent computes charging rates for straight time hours, time and half hours, and double time hours. Because all costs do not increase proportionately for overtime work, the latter two charging rates are not simple multiples of the straight time charging rate.

⁴ Long hours referred to the scheduling of more than 8 hours work a day which Respondent has done at other times when there was no ban on overtime in effect.

⁵ Grahovac testified without contradiction as to this conversation with Winchowky and is credited.

¹ Although it appears that Respondent wanted to have this work performed when the paintshop was not in operation, it is not clear whether Winchowky told the Union why the work had to be done during inventory week. Grahovac was the only witness who testified about this meeting, and I have credited his version of it.

contractor. Specifically they wanted to know if the cost of the job when performed by Respondent's electricians on overtime would be no more than the cost of the job when performed by an outside contractor on straight time so that the Union could urge that Respondent's electricians should be utilized on overtime. It does not appear, however, that the latter explanation of the Union's reasons for wanting the information was given to Winchowky on June 20.⁶

On June 21 Grahovac received a memorandum from Winchowky confirming that the contact board had been informed on June 19 that the Company would use an outside contractor to perform the job described above. The memo noted that the work was to be done in the paintshop during the inventory week on July 2 and 3, 1975, and that no premium time was involved.

On June 30 Grahovac had a further conversation with Winchowky. Grahovac asked Winchowky if he had an answer to his request for the charging rates and number of hours required for the job. Winchowky told him that the answer was no. Grahovac asked how he came to that decision, and Winchowky said he had spoken with Frank Erdmann in the labor relations office who had indicated that the Union had no reason to have the requested information.⁷

Later that day Grahovac spoke with Stanford and told him that Respondent was refusing to give them the information they wanted. They then went to speak with Richard Beck, Winchowky's superior and Respondent's manager of maintenance and utilities. They pointed out to Beck that they had asked Winchowky for the subcontractor's charging rate and the subcontractor's hours involved in the job, that Winchowky had refused the information, and that they still wanted it. Beck testified that he told them he would need time to investigate it and would get back to them.⁸

On July 3 Stanford and Beck again spoke about the request for information. Beck told Stanford that Respondent felt that the information sought was company business and that it would not give the information to the Union.⁹

On July 9 Stanford spoke by telephone with Charles

⁶ Although Grahovac testified that he alone made the initial decision as to what information was wanted, Stanford's testimony indicates that he and Grahovac first conversed before Grahovac made the request and that Stanford participated in the decision. However, it also appears from Grahovac's uncontradicted testimony concerning his conversation with Winchowky that initially he asked for more information than Stanford had indicated that he should seek.

⁷ Grahovac's testimony as to this conversation was again uncontradicted and is credited.

⁸ Grahovac, Stanford, and Beck all testified to this conversation. Grahovac's testimony was in conflict with that of both Stanford and Beck as to the specific information requested and whether he and Stanford gave Beck any reason for wanting the information. I have credited Stanford and Beck rather than Grahovac in these respects.

⁹ Stanford so testified. According to Beck, he told Stanford that the Company did not know the contractor's charging rate or the number of hours required for the job and that if Stanford was not satisfied with the answer he should file a grievance. While Respondent later took such a position, Stanford's version is consistent with what he later stated that Beck had said in a letter to Respondent's industrial relations director, Baumann, and Baumann thereafter took a position similar to that which Stanford testified Beck had taken. I have concluded that Stanford is to be credited and that the response described by Beck was not communicated to the Union until a later time.

Baumann, Respondent's director of industrial relations. Stanford explained that they had a problem in that the Union wanted information on the contractor's hours and charging rate. Baumann stated that he had talked with company officials and he felt it was not necessary for the Company to furnish that information. He also told Stanford that as a union official Stanford probably had access to the rates and knew them better than Baumann. Stanford told Baumann that if Respondent refused to furnish the information the Union might be forced to file a charge. Baumann replied that he thought that was premature because he had the grievance procedure to resort to first. Stanford told Baumann that the Union wanted the information to determine whether it could do the job costwise.¹⁰

On July 14 Stanford sent a letter to Baumann requesting in writing the following information:

1. Number of hours involved in the Sub Contracting of the wiring of (3) three tachometer-generators in the paint oven exhaust fans.
2. Contractor charging rate per hour for the performance of this work.
3. The charging rate of the Electricians employed at the A.O. Smith Corp.
 - (a) Straight time charging rate.
 - (b) Time and one half charging rate.
 - (c) Double time charging rate.

Baumann denied Stanford's request by letter dated July 29 of which the following is the pertinent part:

The Company recognizes that in certain instances it may be required to provide the union with information reasonably necessary for it to administer its obligations under the labor agreement. In this case, however, we feel that your request for additional information does not represent one of those instances, especially since timing and availability of manpower were deciding factors in the Company's decision to subcontract the subject work. The Company feels that it has lived up to the spirit and intent of the subcontracting agreement, and, as you are aware, we have only sub-contracted jobs within your jurisdiction twice in 1975.

It is appropriate that any questions relating to the interpretation of the sub-contracting agreement be processed through the grievance procedure. We recognize your right to file a grievance on this question. While we are not in agreement with you on the issue, we will certainly entertain such a grievance, should you decide to file it.

On October 14, 1975, after the charge in this case had been filed, the Union's attorney wrote Baumann restating

¹⁰ The testimony of Stanford and Baumann as to this conversation differs in only the following respects. Contrary to Baumann, Stanford denied that Baumann gave him any indication that he should file a grievance and he placed the warning that he might file a charge in his earlier conversation with Beck. I find it likely that the warning was given to Baumann and that Baumann responded as he testified. Stanford also testified that he gave no reason for wanting the information while Baumann testified as to the reason given. I see no reason for Baumann to have added this detail unless it occurred and I again credit him.

the Union's request for information as follows:¹¹

It is my understanding that on or about June 19, 1975, an outside contractor wired three tachometer-generators in paint oven exhaust fans in Building 15 Paint Shop and that with respect to the work performed, it is requested that you furnish to me the number of hours involved in this job, together with the total cost of the job with a breakdown, if possible, of the number of subcontractor employees utilized in performance and completion of same.

Respondent through its counsel initially replied on October 17 and sent an amended reply on November 13 with the following response to this request:

The answers to the questions raised in your letter of October 14 to Mr. Baumann are as follows:

- (i) A.O. Smith did not know the number of hours involved in the job when the Union first inquired in June since the contract was on a bid basis rather than on a time and materials basis, but thereafter a representative of A.O. Smith contacted the subcontractor and was told the number of hours. A.O. Smith declines to submit that information to the Union, taking the position that such is not necessary to the administration of the collective bargaining agreement since time and availability of manpower were the factors which led to the decision to subcontract the work in question and cost was not a factor in that decision.
- (ii) A.O. Smith does not know the number of subcontractor employees utilized in the performance of the job.
- (iii) While A.O. Smith does know the total cost of the job, it declines to submit that information to the Union, taking the position that such is not necessary to the administration of the collective bargaining agreement since time and availability of manpower were the factors which led to the decision to subcontract the work in question and cost was not a factor in that decision.

B. Concluding Findings

It is well settled that an employer's bargaining obligation includes the obligation to furnish upon request information relevant to the administration of a contract and enforcement of its terms. The information sought by the Union in this case falls in that category which may or may not be relevant to the Union's collective-bargaining responsibilities depending on the circumstances.¹² The General Counsel contends that information from which the cost of subcontracting could be compared to the cost of performance of the work by Respondent's electricians was relevant to the Union's determination of whether it should file a grievance over the Company's decision to subcontract. Respondent contends that cost had nothing to do with the decision to subcontract and that indeed under the subcontracting

agreement between the parties Respondent had agreed to disregard cost and make its decision on the basis of timing and availability of manpower even when there might be a clear cost advantage to Respondent in deciding to subcontract.

There is no question that Respondent never told the Union in so many words that the decision to subcontract the paintshop work was based on cost and at all times asserted that the decision was based on timing and available manpower. But it is also undisputed that, when the Union sought to question Respondent's determination that no electricians were available, Winchowky told the Union that there was insufficient manpower available because of Respondent's ban on overtime work. It is conceded that if there were no ban on overtime there would have been sufficient manpower available among Respondent's electricians to perform the work at the time desired by Respondent. At times when no ban on overtime was in effect Respondent scheduled overtime work for the electricians, in lieu of subcontracting their work, and apparently considered overtime as well as straight time hours in determining the availability of manpower under the agreement on subcontracting. It thus appears that the overtime ban was directly related to the conclusion that there was not sufficient manpower available to perform the work to be subcontracted.

The evidence also shows that the overtime ban was an economy measure and that the plant manager of operations and services had authority to deviate from the overtime ban if deviation would result in saving Respondent money. Thus, even though Respondent's decision to subcontract may not have been based directly on cost, its conclusion that there was not sufficient manpower available on which it based the decision to subcontract rested directly on considerations relating to the cost of overtime work in general.

In these circumstances it was relevant to any possible grievance the Union might file over the subcontracting of the paintshop work to determine the cost of subcontracting so that the Union would know whether it could argue that in this particular case the overtime ban would not save Respondent money and that overtime hours should be considered in determining whether sufficient manpower was available to perform the paintshop work. To be sure, if furnished, the information might have demonstrated the opposite, and even if the information supported the Union's position it may not have carried the day. But the point here is not what the information would have shown or whether a grievance which might have been based on it would have had merit. The point is that the information sought was relevant to the Union's pursuit of its duty to police the agreement. I conclude that information as to the cost of performance of the subcontracted work was relevant to the Company's decision that it lacked available manpower to do the work in question.

In reaching this conclusion I have considered the Board's decision in *Southwestern Bell Telephone Company*, *supra*, but find it distinguishable on its facts. In that case there was no agreement between the parties with respect to subcontracting to be administered and there was no issue as to what constituted available manpower under such an

¹¹ According to Stanford, he authorized this letter after his attorney told him that the Respondent claimed that it did not have some of the information previously requested.

¹² *Southwestern Bell Telephone Company*, 173 NLRB 172 (1968).

agreement. The cost information requested related to two separate subcontracts. In the case of one of them, referred to as the Pine Bluff removal contract, the evidence showed that the Company's construction personnel, who would otherwise have performed the work, were working overtime to meet other demands, and management's only choice was to defer the work or contract it out. There appears to have been no contention made with respect to that grievance that there was available manpower within the Company to perform the work at the time desired by the Company. With respect to the other subcontract, referred to as the Grady-Alzheimer subcontract, there is evidence that the Union sought to determine whether it would cost the Company less if it contracted out the work than if it used unit employees to do the work at premium pay. The Company took the position that overtime would be utilized only when there was no practical alternative and that it would not work its employees overtime because it was economically unsound to do so. However, despite the apparent similarity between these facts and those in the instant case, the facts in that case show further that the company employees involved were working some overtime, and the decision in that case makes clear that the expression "economically unsound" did not refer to cost considerations but to complexities of meeting the company's total manpower needs and prudent use of available manpower in meeting those needs.¹³ Thus, in the case of both grievances the conclusion was warranted that the Company had determined that it lacked available manpower for reasons unrelated to cost so that information concerning subcontracting cost was not relevant to grievances challenging the decision to subcontract. Here, as found above, the determination that adequate manpower was not available followed directly from the overtime ban which in turn was based on cost considerations. *Southwestern Bell* does establish that information about costs of subcontracting is not presumptively relevant to contract administration. It does not hold that such information is never relevant. Relevance depends on the circumstances of each case, and in this case the circumstances show that cost information was relevant.

The question remains as to the precise information requested by the Union and the extent to which Respondent refused to furnish it.

Initially Grahovac asked Winchowky for four items—the exact number of hours estimated for the job, the charging rate of the outside contractor, a copy of the subcontract if one existed, and Respondent's charging rate. Then Grahovac and Stanford asked Beck only for the contractor's charging rate and hours. These requests were made before the work was performed. After the work had been completed, on July 9 Stanford asked Baumann to include Respondent's charging rate for the electricians. Finally after the charge was filed the Union through its attorney requested the number of hours involved in the job, the total cost, and the number of employees utilized by the subcontractor. Respondent contends that of these variations the last should be the only one considered for purposes of this Decision.

One item, Respondent's charging rate, was requested by Grahovac and later by Stanford but was conspicuously absent from the final request. That information was clearly necessary to any meaningful comparison between the cost of subcontracting and performance of the work by Respondent's electricians. Respondent has not contended that this information is confidential but to the contrary its witnesses testified that they believed it was readily available to the Union in the plant. While it is unclear why the Union dropped this request and it appears that Respondent does not oppose furnishing its charging rates to the Union as such, it is clear that when the Union requested Respondent's charging rates along with other information which would have permitted a cost comparison, Respondent refused to furnish them. There is no evidence that the charging rates have been furnished directly to the Union, and it appears at most that they may have been available only because supervisors who had them did not attempt to conceal them. The fact that the Union may have been able to ascertain them otherwise did not nullify Respondent's obligation to furnish them directly upon request. I find that the Union made a clear request for this information, that Respondent was obliged to furnish it, and that it refused to do so.

With respect to the other items requested, the Union's request changed as time passed and the work became an accomplished fact rather than an expectation. Initially the Union requested an estimate of the number of hours required for the job. Winchowky responded to that request, and while the Union then asked for an exact estimate there is no showing that Respondent had any estimate more exact than that previously given by Winchowky. There is thus no showing that Respondent refused to furnish the Union any information it possessed with respect to the estimated hours required for the job before it was done. After the job was completed the possibility of a grievance still remained and at that point the number of hours actually required for the work was ascertainable. Respondent at first did not have this information but later ascertained it. Throughout it declined to furnish the information on grounds of relevance. Since I have found this information relevant to administration of the contract, Respondent should have furnished it to the Union, and its refusal to do so violated the Act.

The remaining items requested by the Union were the contractor's charging rate, a copy of the subcontract, the total cost, and if possible the number of employees utilized by the contractor. Although at first Respondent denied the charging rate on grounds of relevance, it later indicated that it lacked information as to the charging rate as well as the total number of employees utilized on the job. Since it lacked this information it was not required to furnish it. Respondent has never indicated that there was not a written subcontract and concedes that it knew the total cost of the job, which presumably would appear from the subcontract. Particularly in view of its lack of knowledge of the contractor's charging rate, Respondent should have made available a copy of the subcontract or information as to the total cost from which the Union could have assessed whether or not there was a basis for a grievance. Although the Union appears to have been willing later to accept

¹³ 173 NLRB 175, 176, fn. 10.

either the charging rate or a total cost figure and did not renew its request for the contract, Respondent's refusal to furnish the subcontract when it was requested or at least offer alternative information from which cost could be determined violated its bargaining obligation.

I find that Respondent violated Section 8(a)(5) and (1) of the Act by its refusal upon request to furnish information as to its internal charging rates for work performed by its electricians, the number of hours required for performance of the paintshop electrical subcontract, and the cost of services performed under that subcontract or a copy of the subcontract.¹⁴

IV. THE REMEDY

Having found that Respondent engaged in certain unfair labor practices, I shall recommend that it be required to cease and desist therefrom and take affirmative action designed to effectuate the policies of the Act, including action to make available the information sought by the Union in order to determine whether to grieve Respondent's subcontracting decision.

Upon the basis of the above findings of fact and upon the entire record in this case, I make the following:

CONCLUSIONS OF LAW

1. 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. A unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act consists of all general journeymen electricians, journeymen electricians, non-destructive test mechanics, utility men, and apprentices employed at Respondent's Milwaukee, Wisconsin, plant, but excluding supervisors as defined in the Act and all other employees.

4. At all times material herein the Union has been and now is the exclusive representative of the employees in said unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing since June 20, 1975, to make available to the Union information relating to Respondent's decision to subcontract electrical work in its paintshop to be performed on July 2 and 3, 1975, Respondent has engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Sections 8(a)(5) and (1) and 2(6) and (7) of the Act.

¹⁴ Although Respondent contends that this is a dispute uniquely suited for the grievance and arbitration procedures under the collective-bargaining agreement between the parties, a refusal to furnish information relevant to contract administration and enforcement may itself be viewed as an obstruction to the grievance and arbitration process, and the Board will not defer to grievance-arbitration procedures in cases alleging such refusals. *United-Carr Tennessee, a Division of TRW, Inc.*, 202 NLRB 729 (1972). See also *N.L.R.B. v. Acme Industrial Co.*, 385 U.S. 432 (1967); *Joseph T. Ryerson & Sons, Inc.*, 199 NLRB 461 (1972).

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

ORDER¹⁵

Respondent, A.O. Smith Corporation, Milwaukee, Wisconsin, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment with Local Union No. 663, International Brotherhood of Electrical Workers, AFL-CIO, as the exclusive representative of its employees in the appropriate unit described in paragraph 3 of the section of this Decision entitled "Conclusions of Law," by refusing to furnish or make available to the Union information as to its internal charging rates for work performed by its electricians, the number of hours required for performance of an electrical subcontract performed in its paintshop on July 2 and 3, 1975, the cost of services performed under that subcontract, or other relevant data and information necessary to the administration of its collective-bargaining agreement and its letter agreement on subcontracting with the Union.

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

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

(a) Upon request, furnish or make available to the appropriate agent of the Union the information described in paragraph 1(a) above.

(b) Post at its Milwaukee, Wisconsin, place of business, copies of the attached notice marked "Appendix."¹⁶ Copies of said notice, on forms provided by the Regional Director for Region 30, 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 30, in writing, within 20 days from the date of the receipt of this Order, what steps the Respondent has taken to comply herewith.

¹⁵ 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.

¹⁶ In the event that the Board's 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."

DECISIONS OF 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 furnish or make available to
Local Union No. 663, International Brotherhood of

Electrical Workers, AFL-CIO, relevant data and information necessary to the administration of our collective-bargaining agreement and letter agreement on subcontracting with the Union.

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

A. O. SMITH CORPORATION