

**New England Telephone and Telegraph Co. and  
NYNEX Service Co. and Local 2324, Inter-  
national Brotherhood of Electrical Workers,  
AFL-CIO.** Case 31-CA-28028

November 24, 1992

DECISION AND ORDER

BY MEMBERS DEVANEY, OVIATT, AND  
RAUDABAUGH

On March 11, 1992, Administrative Law Judge Frank H. Itkin issued the attached decision. The Respondent filed exceptions and a supporting brief, and the Charging Party filed a response brief.

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

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,<sup>1</sup> and conclusions<sup>2</sup> and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, New England Telephone and Telegraph Co. and NYNEX Service Co., Chico-

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

The Respondent does not dispute the relevancy of the written security report to the processing of the Farina grievance. The Respondent excepts, among other things, to the judge's failure to find that it was privileged from disclosing the security report to the Union. It contends that it prepared the report in anticipation of litigation and, alternatively, that it prepared the report as a self-critical safety document. The testimony presented in support of the former claim indicates merely that the report would be made available to the legal department if it later became necessary to defend the decision to terminate Farina. This testimony is plainly insufficient to support a claim that the security report was prepared in anticipation of litigation. No evidence to support the latter claim was presented. Accordingly, we find that these defenses are without merit.

<sup>2</sup> In adopting the judge's conclusions, Member Devaney finds it unnecessary to rely on the judge's reliance on *New Jersey Bell Telephone Co.*, 300 NLRB 42 (1990), enfd. 936 F.2d 144 (3d Cir. 1991). Member Devaney dissented in relevant part in *New Jersey Bell*, but finds the instant case to be distinguishable. Here, there is no credible evidence of intimidation and harassment of the witnesses, and the Respondent in its brief indicates that it does not make a claim that "the report contained confidential conversations between a customer and a representative of the employer" as in *New Jersey Bell*. See also *New England Telephone Co.*, 309 NLRB 196 (1992).

pee, Massachusetts, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

*Don C. Firenze, Esq.*, for the General Counsel.

*John D. Corrigan, Esq.*, for the Respondent Employer.

*M. Jane Lawhon, Esq.*, for the Charging Party Union.

DECISION

FRANK H. ITKIN, Administrative Law Judge. An unfair labor practice charge was filed in the above case on February 19 and a complaint issued on April 22, 1991. The General Counsel alleged in the complaint that Respondent Employer had violated Section 8(a)(1) and (5) of the National Labor Relations Act by failing and refusing to supply to the Union certain requested information necessary and relevant to the Union's performance of its function as bargaining representative of an appropriate unit of Respondent's employees. Respondent denied in its answer that it had violated the Act. A hearing was thereafter held on the issues raised in Boston, Massachusetts, on November 4, 1991.

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

FINDINGS OF FACT

Respondent is admittedly an employer engaged in commerce and Charging Party Union is admittedly a labor organization as alleged. It is undisputed that:

All employees employed by Respondent in the job classifications contained in the collective bargaining agreement in effect from November 19, 1989 to August 8, 1992 . . . between Respondent and the Union and various other Locals of the International Brotherhood of Electrical Workers, AFL-CIO, collectively constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

Further, it is undisputed that Charging Party Union, along with various other Locals of the International Brotherhood of Electrical Workers, AFL-CIO, has been since 1970, and is, the exclusive bargaining agent of the above unit employees.

Anthony L. Farina Jr., an employee in the above unit, was discharged on January 14, 1991. Respondent Employer admitted that about January 23, 1991, and again on February 1, 1991, the Union had requested the Employer to furnish it with the following information:

1. A statement setting forth each and every reason for the discharge of [unit employee] Anthony L. Farina Jr., including dates, times and places of work which it is alleged that he performed while on I. B. (injury benefits).
2. The names and addresses of witnesses who supplied information to the Respondent which constituted the basis for the Respondent's decision to discharge Farina.

3. All documents, including paychecks, pay stubs, invoices, work orders, etc., which the Respondent has utilized in investigating and making the decision to discharge Farina.

4. Summaries of information which have been provided by witnesses to Respondent.

5. All investigati[ve or] security reports compiled by Respondent regarding the discharge of Farina.

Counsel for Respondent Employer, at the opening of the hearing (Tr. p. 6), explained the Employer's refusal to supply the requested information, as follows:

The evidence will show that a witness on more than one occasion has been threatened with death, has had a shotgun pointed at him . . . . This is not a case . . . where I would voluntarily want to give up this information, and see something very serious . . . happen. That is the Company's position for not disclosing information, . . . the safety of the informants that are involved, and those people being named in the security report itself.

Anthony L. Farina Jr. testified that he had worked for Respondent Employer for some 27 years prior to his termination on January 14, 1991; and that he was at the time a "special service installer" and would principally "work on the road" for the Employer. About January 29, 1990, Farina sustained an off-the-job injury to his back; "he was physically disabled during that period of time . . . ." and received injury benefits from the Employer pursuant to the collective-bargaining agreement; and he returned to work about 3 or 4 months later.

Subsequently, about December 1990 or early January 1991, Farina was questioned at length by Joseph Deleva, the Employer's associate director of security. During this questioning, Deleva cited a number of places of employment where Farina assertedly had worked while collecting injury benefits. Farina, following this interview, went to various of these named places or persons and obtained statements to the effect that he had not worked for these persons or at these places. (See G.C. Exhs. 3(a), (b), and (c).) Farina turned this information over to his union representative. Farina denied that there was any "harassment" of witnesses in obtaining the above statements.

About January 14, 1991, Farina was "orally" informed by his supervisor at work of his "suspension" for "falsifying [his] time sheet"; improperly "receiving illness benefits"; and "unauthorized disposal of Company property." Farina later received General Counsel's Exhibit 2, a letter from the Employer dated January 17, 1991, which stated:

This letter is to notify you of the termination of your employment . . . effective January 14, 1991.

Your termination is the result of your time sheet falsifications, fraudulently receiving illness benefit payments . . . , unauthorized disposal of Company property and your overall unsatisfactory employment record; anyone of these violations constitutes grounds for your termination.

The Union, as discussed below, thereafter filed a grievance on behalf of Farina pursuant to the collective-bargaining agreement.

Union Business Manager Richard Howell testified that General Counsel's Exhibit 4, dated January 14, 1991, is the written grievance filed on behalf of Farina; the second-step meeting under the contract grievance procedure took place on January 23, 1991; and the Employer then told the Union that the "basis" for Farina's discharge involved "the time sheets"; "Company property"; and "illness benefits." Howell testified:

Q. What exactly did they say about time sheets?

A. Time sheets . . . [there were] some discrepancies on time. The Company alleged that he was one place when the time sheets showed him another place, and they showed some kind of lapse of time. . . . In the opinion of the Company, he had taken too long on one job or a variety of jobs.

Q. They gave you copies of the time sheets?

A. Yes.

Q. Now with respect to the disposal of Company equipment, give your fullest recollection of what they said on that subject?

A. Well the Company told me that he had given away a set of hooks, climbing hooks.

Q. Give us your fullest recollection of what they said about Farina's working while he was getting IB benefits?

A. Well they were vague because he was back to work . . . . They told me that he had collected monies from different operators while he was out sick.

Q. Did they name the operators?

A. Yes, they named some, they give me some names. . . . The same names that you had earlier [see G.C. Exhs. 3(a), (b) and (c)] . . . .

Q. At this meeting did you ask for any information?

A. Yes. . . . I asked for the statement by the security department. . . . Joe Deleva, who heads up security . . . , had an interview with Farina . . . . I asked for the results of that inquisition. . . . It was Deleva's statement. The Company stated to me, we are terminating this man based on information supplied by security. So I wanted the information that the security had given to the Telephone Company to do my investigation which is guaranteed under the terms of the contract. . . . I wanted any kind of document that they had from anybody that went into the determination to terminate . . . .

Q. [D]id the Company tell you what evidence it had, going to the issue of whether Farina was in fact disabled or incapacitated when he was out on benefits?

A. They told me that they had a statement from the security department. That's what they told me. They had no evidence to show me on the . . . illness benefit falsification. They had no evidence at all, other than to say they had a statement from the security department.

Howell further testified that he attended the third-step grievance meeting on May 9, 1991. Howell recalled:

They [the Employer] said there were some other people [employers where Farina assertedly had worked while

on disability] that they hadn't named before. . . . The Company reiterated their position on the time sheets, on the equipment, and on the illness benefits. We discussed the time sheets, we discussed the equipment, and they reiterated their position that they would not give me the information I wanted to pursue the grievance. . . . They gave me time sheets. That's all they gave me. They gave me no information whatsoever as to who the people, or what they said, that Farina received any monies . . . . I gave the Company at both steps of the grievance procedure every bit of information that I had received from Farina, that positively state that he didn't work for these people, nor did he receive any money from them. I challenged the Company to provide some kind of W-2 form from these employers, or a tax statement, or anything that could . . . prove to me that they had this, and I never got it. They hung on the fact that they have a policy that any information that they have from security is beyond our scope, our reach. . . . [T]hey never indicated to me whatsoever at any step of the grievance procedure that they were concerned with somebody being intimidated by Farina.

The Union, by letter dated February 1, 1991 (G.C. Exh. 5), repeated its request to the Employer for the following information:

1. A statement setting forth each and every reason for the discharge of Farina, including dates, times and places of work which it is alleged that he performed while on I.B.
2. The names and addresses of witnesses who supplied information to the Company which constituted the basis for the Company's decision to discharge.
3. All documents including pay checks, pay stubs, invoices, work orders, etc., which the Company has utilized in investigating and making the decision to discharge Farina.
4. Summaries of information which has been provided by witnesses to the company.
5. All investigative or security reports compiled by the Company with respect to this case.

The Employer responded on February 11, 1991 (G.C. Exh. 6), as follows:

1. Attached please find a copy of the termination letter sent to Farina on January 17, 1991. The time period in which he was performing the work was during 1990.
2. The Company declines to divulge the names of any witnesses.
3. The Company has provided the Union with New England Telephone payroll documents.
4. The Company declines to furnish this information.
5. The Company declines to furnish this information.

Joseph Deleva, the Employer's associate director of security, testified that he had investigated Farina commencing about July 1990; that Farina was later terminated by the Employer; and that the "grounds" for Farina's termination were "falsification of time sheet"; "improper disposal of Company equipment"; "fraudulent illness"; and "unsatisfactory employment." Elsewhere, Deleva added that "Farina is [a]

fence . . . getting stolen goods and [one] Margolis is buying them . . . ."—Farina assertedly "suppl[ie]d equipment [to Margolis and others] to make the larceny of cable more readily available." Deleva, when pressed to identify various alleged enterprises or persons with which Farina had improperly associated, became vague and unclear in his testimony. As discussed below, all this information was documented in a written "report" prepared by Deleva.

During this investigation, Deleva interviewed and spoke with Farina, Farina's supervisors, other representatives of Management, and a number of witnesses. Deleva admittedly had prepared a written "formal report" of his investigation. Deleva claimed that he had never disclosed this "report" to Management. He acknowledged, however, that the "report" was seen by the Employer's "attorneys" or "legal department" and his "immediate supervisors." Deleva elsewhere testified:

On one occasion . . . I asked the second level manager, James Rodgers, to come to a conference room [where] [an] interview [of Farina] took place. In the presence of Farina and Rodgers and security manager Thomas White . . . the entire synopsis of the interview, the allegations, Farina's responses, were all put on the table in front of Farina [and] in front of his Management . . . . [T]he sum and substance of the entire investigation, and its results, and Farina's response, were made to Management in the presence of Farina.

Deleva, although still insisting that his "written report" had not been disclosed to "Management," acknowledged:

I had a conversation about the contents of the investigation [with Management], and basically I assume you could say that my report did reflect my investigation.

Deleva, when pressed to explain his conversation, or conversations, with Management about Farina, became vague and unclear in his testimony.

Deleva was asked: "At any time you interviewed any of these people that Farina allegedly worked for, did any of them, any of these witnesses you interviewed, state to you that they had been threatened . . . ?" Deleva responded: "No, at the time I interviewed the various people of the investigation, no one had been threatened." This record contains no proof of any threats to witnesses or persons interviewed by Deleva, named to Farina and later interviewed by Farina as noted above. (See G.C. Exhs. 3(a), (b), and (c).) The Employer, in refusing to supply the requested information, cited no such threats to the Union. Further, Deleva's written "report" includes documents such as "contracts, bills, checks . . . invoices . . . [and] work orders," which were not turned over to the Union in response to its request for information.

Melvin Davis testified that he has known Farina for about 10 or 15 years; that they "were" "good friends" and "business associates"; that they were "engaged" in a "business" venture during early 1990 when Farina "was out on disability"; that he later reported to Deleva the "work Farina was doing during that period of time"; that Farina was "discharged" by his Employer; and that he subsequently had the following encounter with Theresa Farina, wife of Anthony Jr. Davis placed this encounter with Theresa in November 1990.

Davis, after being shown General Counsel's Exhibit 2, placed the encounter "after that." Davis testified as follows:

[M]y wife and myself and a federal police officer from Westover Air Force Base were travelling south on Pitcher Street in Montgomery, Mass. We were bringing my son up some lunch, he was hunting up in some property up there . . . Mrs. Farina was going north. She spotted us, turned around, followed us back to the property, we stopped, she went beyond to her home, and we went up and turned around at the turnaround up the end of the road, and came back down. She followed us north on Pitcher Street . . . almost ran me off the road, and I pulled over to the right near Fuller Road, and she stopped her vehicle . . . and stuck a shotgun out the window, and threatened my life with a shotgun. And she said to me, for what you did to Tony, are you sleeping good nights? Tony is going to get you. . . . I went right to the police barracks.

Davis assertedly filed "criminal charges" as a result of this incident and the "charges" "haven't come to resolution." Cf. Respondent's Exhibit 1 (the application for a complaint which recites the date of the alleged offense to be November 26, 1990).

Davis next testified that later, about July or August, Farina

came by with a couple of guys in a car, Spanish speaking people, and threatened me in front of my home . . . . He said that it was not the end of it, and the Spanish guy . . . put a knife up to me and told me that I was dead, and he said you know this isn't the end of it, you're going to get it before it's over.

Davis assertedly reported this incident to the police although no charges were filed. Davis added that, later,

I had two other gentlemen come to my home just recently . . . and threatened me that I should leave things well enough alone and forget about them . . . .

Anthony L. Farina Jr. testified that Davis "was a friend of mine at one time"; "we had a falling out"; "I don't know what happened after that"; "he just started causing a lot of trouble"; and Farina had not "spoken" to Davis since 5 or 6 months prior to his discharge. Farina further testified that "I never had no business dealings with Davis." And, as noted above, Farina denied that there was any "harassment" of witnesses in obtaining statements.

I credit the testimony of both Howell and Farina as detailed above. Their testimony is in significant part mutually corroborative. And, on this record, including their demeanor, I find Howell and Farina to be credible and trustworthy witnesses. On the other hand, I do not find Deleva and Davis to be trustworthy or reliable witnesses. I reject here as incredible Deleva's assertion to the effect that his security report was not furnished to Management. Indeed, Deleva reluctantly acknowledged that the contents of his report were discussed with management and Farina. In addition, Deleva's testimony was at times vague, evasive and incomplete. As for Davis, I reject his essentially unsubstantiated and incomplete assertions of threats. No attempt was made to call available witnesses to this conduct. In short, on the record made before me, I find and conclude that the testimony of

Howell and Farina represents a more reliable and complete account of the pertinent sequence of events.

#### Discussion

Under settled principles of labor law, "an employer is obligated to provide a union with requested information if there is a probability that such data is relevant and will be of use to the union in fulfilling its statutory duties and responsibilities as the employees' exclusive bargaining representative"; the issue in such a case is "whether the requested information had probable and potential relevance to the union's statutory obligation to represent employees within the contractual units"; and, "whatever the eventual merits of the [union's] claim . . . , [it is] entitled to the requested information under the discovery type standard announced in *NLRB v. Acme Industrial Co.*, 385 US 432, 437 (1967), to judge for [itself] whether to press [its] claim in the contractual grievance procedure or before the Board or Courts . . . ." See *Maben Energy Corp.*, 295 NLRB 149 (1989), and cases cited.

Recently, in *New Jersey Bell Telephone Co.*, 300 NLRB 42 (1990), enfd. 936 F.2d 144 (3d Cir. 1991), the Board majority, applying the above principles, found that an employer violated its bargaining obligation by failing and refusing to furnish to a union portions of an "investigative report and computer note screen related to the discipline" of an employee "which reflect[ed] conversations between respondent's officials and the complaining customer." The Board majority discussed the applicability of the "witness statements" exception rationale of *Anheuser-Busch, Inc.*, 237 NLRB 982 (1978), and concluded that "the reports do not constitute privileged witness statements." And, as the administrative law judge noted in *New Jersey Bell*, supra at 53 fn. 13:

*Anheuser-Busch* specifically affirmed the finding of *Transport of New Jersey*, [233 NLRB 694 (1977)], that an employer [in any event] does have a duty to turn over to the union the names and addresses of witnesses to an incident for which the employee was disciplined.

In addition, as recently restated in *Safelite Glass*, 283 NLRB 929, 948 fn. 26 (1987):

It is well established that there must be more than a speculative concern on the part of an employer . . . there must be a clear and present danger of harassment and violence . . . to justify a refusal to furnish a union with relevant information . . . [citations omitted].

See also *Browne & Sharpe Mfg. Co.*, 299 NLRB 586 (1990).

Applying these principles to the credited evidence of record in the instant case, I find and conclude that Respondent Employer, in violation of Section 8(a)(1) and (5) of the Act, failed and refused to furnish the Union with requested information necessary and relevant to the Union's performance of its function as bargaining representative of the unit employees. The Union, in order to pursue the contract grievance-arbitration procedures on behalf of discharged employee Farina, requested the following information from the Employer:

1. A statement setting forth each and every reason for the discharge of Farina, including dates, times and places of work which it is alleged that he performed while on I.B.

2. The names and addresses of witnesses who supplied information to the Company which constituted the basis for the Company's decision to discharge.

3. All documents including pay checks, pay stubs, invoices, work orders, etc., which the Company has utilized in investigating and making the decision to discharge Farina.

4. Summaries of information which has been provided by witnesses to the company.

5. All investigative or security reports compiled by the Company with respect to this case.<sup>1</sup>

The Employer responded:

1. Attached please find a copy of the termination letter sent to Farina on January 17, 1991. The time period in which he was performing the work was during 1990.

2. The Company declines to divulge the names of any witnesses.

3. The Company has provided the Union with New England Telephone payroll documents.

4. The Company declines to furnish this information.

5. The Company declines to furnish this information.

The Employer, in thus summarily refusing to supply essentially all of the above requested information, as Union Representative Howell credibly testified,

hung on the fact that they have a policy that any information that they have from security is beyond our scope, our reach . . . .

Howell added that

[t]hey never indicated to me whatsoever at any step of the grievance procedure that they were concerned with somebody being intimidated by Farina.

Indeed, the credible and uncontroverted evidence of record shows no such threats to the various witnesses previously interviewed by Farina. And, I have discredited Davis' essentially unsubstantiated claims of threats to him.

Significantly, the Employer made no attempt here to supply portions of the requested information, with names of witnesses or other assertedly objectionable disclosures removed. In short, with minor exception, the Employer broadly refused to disclose the requested information without attempting to state or demonstrate any need for or possible breach of witness confidentiality, or to propose any accommodation of such claims with some partial limited disclosure.

Under the circumstances, I find and conclude that the Union's request for information as recited above was relevant and necessary; the Employer's refusal was unjustified; and there has been no sufficient showing here of any clear and present danger of threats, intimidation, or harassment of wit-

nesses which would privilege such disclosures. As for Respondent's general claim that its security report is privileged, I reject this assertion. The report was relied upon in discharging Farina; its contents were reviewed with Farina and various members of management; and it is plainly relevant and necessary in pursuit of the contract grievance-arbitration procedures on behalf of discharged employee Farina.

#### CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce and the Charging Party is a labor organization as alleged.

2. The Union is the exclusive bargaining representative of Respondent's employees in the following appropriate unit:

All employees employed by Respondent in the job classifications contained in the collective bargaining agreement in effect from November 19, 1989 to August 8, 1992, . . . between Respondent and the Union and various other Locals of the International Brotherhood of Electrical Workers, AFL-CIO, collectively constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

3. Respondent violated Section 8(a)(1) and (5) of the National Labor Relations Act by failing and refusing to supply to the Union certain requested information (see G.C. Exh. 5) necessary and relevant to the Union's performance of its function as bargaining representative of an appropriate unit of Respondent's employees.

4. The unfair labor practices found above affect commerce as alleged.

#### REMEDY

Respondent will be directed to cease and desist from the conduct found unlawful herein or like or related conduct and to post the attached notice. Respondent will also be directed to turn over to the Union the requested information as described above.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>2</sup>

#### ORDER

The Respondent, New England Telephone and Telegraph Co. and NYNEX Service Co., Chicopee, Massachusetts, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with the Union, Local 2324, International Brotherhood of Electrical Workers, AFL-CIO as the exclusive bargaining agent of an appropriate unit of its employees, by failing and refusing to furnish to the Union certain requested information which is necessary and relevant to the Union's performance of its function as the exclusive bargaining representative of the unit employees. The requested information is, as follows:

<sup>1</sup>Counsel for the General Counsel acknowledges in his brief (p. 4) that the Union, in par. 3 of its request, "was only asking for records kept in the ordinary course of business and not for such things as witness statements or other documents prepared especially in connection with the investigation and discharge of Farina."

<sup>2</sup>If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

1. A statement setting forth each and every reason for the discharge of Farina, including dates, times and places of work which it is alleged that he performed while on I.B.

2. The names and addresses of witnesses who supplied information to the Company which constituted the basis for the Company's decision to discharge.

3. All documents including pay checks, pay stubs, invoices, work orders, etc., which the Company has utilized in investigating and making the decision to discharge Farina.

4. Summaries of information which has been provided by witnesses to the company.

5. All investigative or security reports compiled by the Company with respect to this case.

The appropriate bargaining unit is, as follows:

All employees employed by Respondent in the job classifications contained in the collective bargaining agreement in effect from November 19, 1989 to August 8, 1992 . . . between Respondent and the Union and various other Locals of the International Brotherhood of Electrical Workers, AFL-CIO, collectively constitute a unit appropriate for the purposes of collective bargaining within the meaning of section [sic] 9(b) of the Act.

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

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

(a) Furnish the Union with the requested information as described above.

(b) Post at its facilities copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

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

<sup>3</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

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

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

WE WILL NOT fail and refuse to bargain in good faith with the Union, Local 2324, International Brotherhood of Electrical Workers, AFL-CIO as the exclusive bargaining agent of an appropriate unit of our employees, by failing and refusing to furnish to the Union certain requested information which is necessary and relevant to the Union's performance of its function as the exclusive bargaining representative of the unit employees. The requested information is, as follows:

1. A statement setting forth each and every reason for the discharge of employee Anthony L. Farina Jr., including dates, times and places of work which it is alleged that he performed while on I.B.

2. The names and addresses of witnesses who supplied information to the Company which constituted the basis for the Company's decision to discharge.

3. All documents including pay checks, pay stubs, invoices, work orders, etc., which the Company has utilized in investigating and making the decision to discharge Farina.

4. Summaries of information which has been provided by witnesses to the company.

5. All investigative or security reports compiled by the Company with respect to this case.

The appropriate bargaining unit is, as follows:

All employees employed by Respondent in the job classifications contained in the collective bargaining agreement in effect from November 19, 1989 to August 8, 1992 . . . between Respondent and the Union and various other Locals of the International Brotherhood of Electrical Workers, AFL-CIO, collectively constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

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

WE WILL furnish the Union with the requested information as described above.

NEW ENGLAND TELEPHONE AND TELEGRAPH  
CO. AND NYNEX SERVICE CO.