

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**DISNEYLAND PARK AND DISNEY'S  
CALIFORNIA ADVENTURE, DIVISIONS  
OF WALT DISNEY WORLD CO.**

**and**

**Case 21-CA-35222**

**INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL AND ORNAMENTAL IRON  
WORKERS, LOCAL433, AFL-CIO**

**Alan L. Wu, Atty.**, (Region 21) of Los Angeles,  
California, Counsel for the General Counsel  
**Jeffrey K. Brown, Atty.**, of Los Angeles, California,  
Counsel for Respondent.  
**Tom B. Fox**, Director Labor Relations Disneyland  
Resort, of Anaheim, California, for Respondent  
**David A. Rosenfeld, Atty.**, of Oakland, California,  
Counsel for Charging Party.

**DECISION**

**Statement of the Case**

LANA H. PARKE, Administrative Law Judge. This case was tried in Los Angeles, California on March 31, 2003. Pursuant to charges filed by International Association of Bridge, Structural and Ornamental Iron Workers, Local 433, AFL-CIO (the Union), the Regional Director of Region 21 of the National Labor Relations Board (the Board) issued a Complaint and Notice of Hearing (the complaint) on October 9, 2002.<sup>1</sup> The complaint alleges that Disneyland Park and Disney's California Adventure, Divisions of Walt Disney World Co. (Respondent) violated Sections 8(a)(5) and (1) of the National Labor Relations Act (the Act) by failing and refusing to furnish the Union with information necessary for, and relevant to, the Union's collective-bargaining representation obligations.

On the entire record and after considering the briefs filed by the General Counsel and Respondent and the oral argument of the Charging Party, I make the following

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<sup>1</sup> All dates are in 2002 unless otherwise indicated.

## FINDINGS OF FACT

### I. Jurisdiction

5 Respondent, a Delaware corporation, with its primary offices and amusement park located in Anaheim, California, is engaged in the business of operating retail hotel and entertainment facilities. During the representative twelve-month period preceding the complaint, Respondent derived gross revenues in excess of \$500,000 and purchased and received at its amusement park goods valued in excess of \$50,000 directly from points outside the State of California. Respondent admits and I find  
10 that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.<sup>2</sup>

### II. Alleged Unfair Labor Practices

#### 15 A. The Collective Bargaining Relationship

Respondent and the Union have been parties to successive collective-bargaining agreement, the latest of which is effective by its terms from March 1, 1998, to February 28, 2005 (the agreement). The agreement covers at least 53 separate work classifications associated, primarily, with facility  
20 maintenance, repair, and rehabilitation work.<sup>3</sup> The agreement was initially negotiated to run until February 28, 2003. In 2000, the parties agreed that the terms of the agreement would cover, as modified, a newly constructed and conjoining amusement park, Disney's California Adventure. The agreement was extended by two years; the modifications are reflected in the addendum to the agreement and apply only to Disney's California Adventure. The provisions relating to subcontracting  
25 are as follows:

#### SECTION 23 SUBCONTRACTING

30 During the terms of the Agreement, the Employer agrees that it will not subcontract work for the purpose of evading its obligations under this Agreement. However, it is understood and agreed that the Employer shall have the right to subcontract when: (a) where such work is required to be sublet to maintain a legitimate manufacturers' warranty; or (b) where the subcontracting of work will not result in the termination or layoff, or the failure to recall from  
35 layoff, any permanent employee qualified and classified to do the work; or (c) where the employees of the Employer lack the skills or qualifications or the Employer does not possess the requisite equipment for carrying out the work; or (d) where because of size, complexity or time of completion it is impractical or uneconomical to do the work with Employer equipment and personnel.<sup>4</sup>

40 Modifications applicable to Disney's California Adventure read:

Section 23. Subcontracting

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<sup>2</sup> Where not otherwise noted, the findings herein are based on the pleadings, the stipulations of counsel, and/or unchallenged credible evidence.

50 <sup>3</sup> The classifications are listed in Schedule A, subsection V of the agreement.

<sup>4</sup> This subcontracting provision applies only to the amusement park Disneyland.

The 1998 Maintenance Agreement at Disneyland is hereby modified to reflect that the prohibitions pertaining to subcontracting set forth in Section 23 shall have no force or effect and shall be replaced as follows:

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A. With respect to any operation as set forth in Section 2 (Recognitions), B.1 and/or B.2., of this Agreement, the Employer shall have the unrestricted right to subcontract or outsource this work or operation even if at some date subsequent to the effective date of this Agreement the Employer chooses to operate any of said facilities or operations under the terms of this Agreement.

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B. 1. a. With respect to any operation initially operated by the Employer under the terms of this Agreement, the Employer shall have the unrestricted right to subcontract or outsource this work/operation, but will discuss with the union the impact of such a decision prior to engaging in such subcontracting or outsourcing of work. Within thirty (30) days of the final selection of a vendor, the Company will provide the union with a description of the work to be performed by the vendor and the reasons that the Company is planning on subcontracting or outsourcing work. The union may then propose alternative or additional vendors for consideration by the Company prior to the final vendor selection being made. However, the final selection of the vendor shall be at the discretion of the Company.

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b. Where the decision of the Company to outsource and/or subcontract work on a permanent basis, as outlined in paragraph B. 1 above, results in the layoff of Regular employees, the Company agrees to subcontract or outsource exclusively to "union contractors..."

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2. The process described...above shall apply only to work that is being permanently subcontracted or outsourced and not to any work that is being subcontracted or outsourced on a temporary or seasonal basis, as well as for special events or one time events...For this type of work or operation, the Company shall have the unrestricted right to subcontract or outsource to the vendor of its choice.<sup>5</sup>

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B. The Union's request for information

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In late 2001, at a meeting between Respondent and the Craft Maintenance Council, Mr. Couch expressed the Union's concern with Respondent's subcontracting of bargaining-unit work. In early 2002, while present at the amusement park, Mr. Couch saw employees of two companies, Welding Unlimited and Parrot Construction, performing work he believed to be within the bargaining-unit parameters. Mr. Couch could not find the companies' names on a list

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<sup>5</sup> These provisions are modifications of the agreement made in 2000 and apply only to Disney's California Adventure.

of employers signatory to collective-bargaining agreements with the Union. He believed the two companies to be “non-union” based on that and on union steward reports.<sup>6</sup> At that time, and at all relevant times, no employee covered by the agreement’s unit description was on layoff.<sup>7</sup>

5 By letter dated February 11, the Union’s attorney, David A. Rosenfeld (Mr. Rosenfeld), wrote to Respondent in pertinent part as follows:

10 ...The Union has observed that there [have] been a number of subcontracts within Disneyland for work covered by the agreement within Local 433’s jurisdiction. The Union is concerned that such subcontracting may not comply with the terms of the agreement.

15 Please provide a list of all subcontractors which have performed work within Local 433’s jurisdiction for the period of January 1, 1999 to present. For each such subcontract, provide the date of the subcontract, the nature of the work, the dates upon which it was performed and the name of the subcontractor.

Please allow us an opportunity to review the subcontracts and any files which Disneyland maintains regarding the bidding of that contract and the performance of the contract.

20 By letter dated March 11, Jennifer L. Larson (Ms. Larson) Labor/Cast Relations manager for Respondent answered, in pertinent part, as follows:

25 As you know, Section 23 of the Collective Bargaining Agreement specifically allows for subcontracting of any work under the circumstances listed. In fact, one of the terms of that section provides that subcontracting is allowed when “it will not result in the termination or layoff, or the failure to recall from layoff, any permanent employee qualified and classified to do the work.” Is the Union claiming that this condition exists?  
30 Attempting to gather information regarding subcontracts over a three plus year period would be quite onerous, oppressive and, in light of the explicit language of the contract, apparently unnecessary. In any event, we would be happy to give your request further consideration if you could explain with some level of detail the relevance of this request. Additionally, if you could explain why you want us to go back for more than three years, especially since any conceivable grievance must be filed within 15 days of the occurrence or it is waived, it would be greatly appreciated.

35 The following exchange of letters, in pertinent part, then followed:

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45 <sup>6</sup> Union steward, Thomas G. Martin, confirmed he had told Mr. Couch that employees of Welding Unlimited and a Parrot Construction subcontractor had performed work that fell within the agreement unit description and that the employees had said they were not members of the Union.

50 <sup>7</sup> As necessary, Respondent hires temporary employees to supplement the work force as in a recent renovation of the Matterhorn ride. At the conclusion of the work, Respondent issues such employees a notice that states “end of assignment.” The agreement provides, at Section 21 C. 4, that such temporary employees “shall not be utilized longer than 180 consecutive calendar days as a Casual-Temporary employee” without being converted to regular employee status. No party contends that such temporary employees are “laid off” when their work assignments end.

Letter dated March 22, Mr. Rosenfeld to Ms. Larson:

5 This will acknowledge receipt of your letter of March 11. Why [don't] you begin by giving this information for the last year. The reason for this is that the Union believes that there has been an increase in subcontracts.

Letter dated April 3, Ms. Larson to Mr. Rosenfeld:

10 As I explained in my previous letter, Section 23 of the Collective Bargaining Agreement specifically allows for subcontracting of any work under the circumstances listed. As there have been no layoffs of employees represented by the Iron Workers Local 433, we do not believe that this is an issue at this time. As I also explained in my previous letter, we would be happy to give your request further consideration if you could explain with some level of detail the relevance of this request, especially since any conceivable grievance must be filed within 15 days of the occurrence or it is waived.

Letter dated April 9, Mr. Rosenfeld to Ms. Larson:

20 At least one iron worker has retired and has not been replaced. That ironworker is Richard Halashack. Additionally, no new steward has been hired at the new theme park. It is plain that Disneyland is reducing its work force and subcontracting additional work. It is for these reasons that the information is requested.

25 Letter dated May 10, Mr. Rosenfeld to Ms. Larson:

Enclosed is my letter of April 9, to which I have not had a response. Please respond.

Letter dated April 10, Ms. Larson to Mr. Rosenfeld:

30 Despite requesting some level of detail in your request, which is broad, burdensome to gather, and apparently unnecessary, you have failed to provide any reason which would lead to a viable claim under our Collective Bargaining Agreement. The Company has the explicit right to determine the number of employees and how they are utilized to run the business. You mention only one employee, who retired, and was not replaced. Such a determination is clearly within our rights under Section 6 of our Collective Bargaining Agreement, Management's Rights and is not a violation of Section 23, Subcontracting.

40 The Company sees no reasonable claim that would necessitate providing a list of all subcontractors, the date of the subcontract, the nature of the work, the dates upon which it was performed and the name of the subcontractor, as requested.

Letter dated June 17, Mr. Rosenfeld to Ms. Larson:

45 Your letter of May 10 takes the position that Disneyland will not provide any of the subcontracts. I want to make it plain that we are seeking only subcontracts that involve work arguably or possibly performed by Iron Workers.

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At the hearing, Michael Couch (Mr. Couch), Union business agent, testified that he noticed that “our guys, our bargaining unit employees in the shop, were sitting in the shop while non-union people were out there doing the work they normally do, which, to me, is a violation of the agreement.”

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### C. Positions of the parties

The General Counsel contends the Union needs the requested subcontracting information to perform its contract administration duties. The request, which relates to bargaining unit employees, meets the Board’s broad discovery-type relevance standard. Since the information sought concerns subcontractors who employ non-bargaining unit employees, Board law requires a special showing of relevance, which burden the General Counsel argues the Union has satisfied by showing a reasonable belief supported by objective evidence that a violation of the agreement may have occurred and that the requested information would be useful in determining whether grounds exist for filing a grievance or unfair labor practice charges.

The Union argues that Respondent has not shown the request for information is burdensome,<sup>8</sup> that the Union has never waived its right to such information, and that the information is relevant to the following appropriate concerns: (1) as a basis to approach Respondent with reasons why they should not subcontract, (2) to determine whether the subcontracts comply with the subcontracting provisions of the agreement, (3) to determine whether the contract has been complied with, and (4) to explore potential grievances in such contractual areas as the parties’ intent to promote harmony between employer and employees, the restriction of subcontracting for the purpose of evading the agreement, and the application of the new construction provisions of Section 31.<sup>9</sup> The Union also argues that it is entitled to the information as it has never “waived [its] rights to bargain over subcontracting, either the decision or the effects, during the life of the agreement.”

Respondent’s position is that where, as here, requested information is not presumptively relevant, a requesting union must make a “precise” showing of relevance. According to Respondent, the only acceptable showing of relevance must relate to the subcontracting’s direct effect on unit employment. Relying on *The Detroit Edison Company*, 314 NLRB 1273 (1994), Respondent argues that unless the Union can show or colorably claim that Respondent’s subcontracting resulted in the contractually prohibited “termination or layoff, or failure to recall from layoff” of a bargaining-unit member, it has not established the necessary threshold relevance to justify its request for information.

### D. Discussion

Under Section 8(a)(5) and (8(d) of the Act, an employer must furnish a union with requested relevant information to enable it to represent employees effectively in administering and policing an existing collective-bargaining agreement. *NLRB v. Acme Industrial Co.*, 385 U.S. 4232, 435-436 (1967), *A-Plus Roofing, Inc.*, 295 NLRB 967, 970 (1989) enfd. *NLRB v. A-Plus Roofing, Inc.*, 39 F. 3d 1410 (9<sup>th</sup> Cir. 1994). Information that relates directly to the terms

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<sup>8</sup> Although Respondent’s reply letters to the Union speak of the burdensome nature of the request, the evidence did not establish onerousness, and Respondent does not defend its refusal to give the information on that basis.

<sup>9</sup> Section 31 provides for new construction pay to unit employees involved in the “building or erecting of totally new rides or new buildings...”

and conditions of employment of the employees represented by a union is presumptively relevant as is information necessary for processing grievances under a collective-bargaining agreement, including that necessary to decide whether to proceed with a grievance or arbitration.

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As the General Counsel concedes, information about subcontracting agreements, even those relating to bargaining unit employees' terms and conditions of employment, does not constitute presumptively relevant information. *Excel Rehabilitations and Health Center*, 336 NLRB No. 10, at fn. 1 (2001); *Richmond Health Care*, 332 NLRB No. 133 (2000); *Detroit Auto Auction, Inc.*, 324 NLRB No. 143 (1997); *Associated Ready Mixed Concrete, Inc.*, 318 NLRB 318 (1995). Therefore, "a union seeking such information must demonstrate its relevance." *Excel Rehabilitations and Health Center*, fn. 1, and cases cited therein. This requirement is not unduly restrictive. A union need only meet a liberal "discovery-type standard," that is, a "probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." *NLRB v. Acme Industries Co.*, supra at 437; *Pittston Coal Group, Inc.*, 334 NLRB No. 90, at slip op. 3 (2001) and cases cited therein. If the standard is met, the information must be produced. *Super Valu Stores*, 279 NLRB 22 (1986). In determining relevance, the Board recognizes that "a union's representation responsibilities...encompass, among other things, administration of the current contract and continual monitoring of any threatened incursions on the work being performed by bargaining unit members." *Detroit Edison Company*, supra, at 1275. A union must explicate the relevance of requested information with some precision,<sup>10</sup> and a generalized conclusory explanation of relevance is "insufficient to trigger an obligation to supply information that is on its face not presumptively relevant." *Island Creek Coal Co.*, 292 NLRB 480, 490 fn 19 (1989) enfd. 899 F.2d 1222 (6<sup>th</sup> Cir. 1990), citations omitted. However, a union need not demonstrate accuracy or reliability of facts relied on to support its request and must only show that it has a reasonable basis to suspect a breach of the collective-bargaining agreement. See *Crowley Marine Services, Inc.*, 329 NLRB 1054, 1060 (1999).

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Respondent points out that the agreement's subcontracting provisions give Respondent a nearly unfettered right to subcontract work that could be performed by unit employees except where the subcontracting would result in the termination or layoff, or the failure to recall from layoff, any qualified unit employee.<sup>11</sup> Respondent is correct that the agreement clearly establishes the conditions under which it may subcontract. Despite the Union's argument that it has not waived its right to bargain over subcontracting during the life of the agreement, there is no midterm reopener provision in the agreement; therefore, the agreement forecloses renegotiation of subcontracting issues during its term. Further, there is no evidence that any of the subcontracting conditions were unmet. However, those facts do not dispose of the issue herein. Information requested to enable a union to assess whether an employer's subcontracting has violated a collective-bargaining agreement and to assist a union in deciding whether to pursue a grievance is relevant to a union's representative responsibilities. *AK Steel Corp*, 324 NLRB 173, 184 (1997); *Island Creek Coal Co.*, supra. Here, the Union specified the relevance of the requested information in its April 9 letter to Respondent by expressing its concern that Respondent's subcontracting might be an impermissible attempt to reduce the unit work force.

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<sup>10</sup> *Westinghouse Electric Corp.*, 239 NLRB 106, 107 (1978).

<sup>11</sup> As to Disney's California Adventure, Respondent may subcontract even if doing so results in the layoff of unit employees. Certain notification and permanent subcontracting provisions, as set forth in the agreement addendum, are not at issue herein.

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In Section 23 of the agreement, Respondent “agrees it will not subcontract work for the purpose of evading its obligations under this Agreement.” While the Union did not note that specific provision in its demands for information, the Union stated in its original, February 11, request that it was “concerned that [Respondent’s] subcontracting may not comply with the terms of the agreement.” The Union thereafter noted in its April 9 letter that one unit member had retired and had not been replaced and that no new steward had been hired at Disney’s California Adventure. Essentially, the Union charged Respondent with reducing the unit work force through attrition or refusal to hire and supplanting unit employees with subcontract workers. The Union could reasonably view such conduct as an attempt by Respondent to erode unit work and, thereby, to evade its obligations under the agreement.<sup>12</sup> Whether the Union’s view is accurate or persuasive is unimportant. *Crowley Marine Services, Inc.*, supra, 1062. Respondent’s failure to replace a retired unit employee, to hire a new steward, or to utilize unit employees, while not proving or even red flagging any contract infraction, are factors that elevate the Union’s concern above frivolous suspicion or a mere fishing expedition.<sup>13</sup> Therefore, the Union is entitled to explore more fully the question of whether Respondent seeks to evade its agreement obligations. Respondent’s argument that the information request can only be relevant if unit employee layoff or recall denial exists ignores the Union’s legitimate concern that Respondent may be attempting to evade the agreement by reducing the work force.

In light of the Board’s liberal discovery-type standard for evaluating information relevancy, the Union has asserted an arguably valid reason for seeking, in the first part of its information request, the following information: a list of all subcontractors performing work within the Union’s jurisdiction for the period of January 1, 1999 to present, the date of each subcontract, the nature of the work, when the work was performed, and the name of the subcontractor. *Detroit Edison*, supra, relied on by Respondent does not dictate a different result. The union in that case sought subcontracting cost data, which had no apparent connection to contractual provisions, and the union conceded that the data would not support any claim of a contract breach. While the reasoning of *Detroit Edison* applies to the second half of the Union’s request, as set forth below, it does not apply to the first half. Information regarding subcontractors performing work within the Union’s jurisdiction, along with subcontract dates, the nature of the work, when the work was performed, and the name of the subcontractor may reasonably be reviewed and analyzed to determine whether evidence exists of an attempt to evade contract obligations through erosion of unit work.<sup>14</sup> The Union need not show that the requested information will be dispositive of the unit work-erosion question but only that it is relevant. I conclude that the Union has demonstrated the requisite relevance and is entitled to the above information.

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<sup>12</sup> Although not communicated to Respondent, Mr. Couch believed that Respondent inexplicably under-utilized unit employees while subcontractors performed customary unit work and that the subcontractors were “nonunion.” The Union apparently relied on Mr. Couch’s perceptions in formulating the information request, and his perceptions support the Union’s position that it was concerned about Respondent’s possible evasion of agreement obligations.

<sup>13</sup> Thus, cases such as *Detroit Edison Co.*, supra, (reasons not logically or rationally related to the information requested) or *Uniontown County Market*, 326 NLRB 1069 (1998) (failure to meet burden of showing a reasonable objective basis for request) do not apply.

<sup>14</sup> The instant situation is different from that in *Connecticut Yankee Atomic Power Co.*, 317 NLRB 1266, 1268 (1995), where the Board rejected a union’s argument it had a reasonable belief in and concern about “potential erosion of unit work,” noting such a belief was unsupported by the evidence, which showed bargaining unit positions had substantially increased. Here, no evidence has been produced to refute the Union’s asserted belief.

5 The latter part of the Union's information request, i.e., the request to review  
 Respondent's subcontracts and files regarding the bidding and the performance of the  
 subcontract, requires further analysis. This latter information does not appear to be of "probable  
 or potential relevance"<sup>15</sup> to the question of whether Respondent was evading its agreement  
 obligations or to any of the other possible contract violations suggested by the Union. In its  
 10 correspondence with Respondent, the Union explained, variously, that it needed the information  
 because the subcontracting might not comply with the terms of the agreement, that the Union  
 believed there had been an increase in subcontracts, and, as discussed above, that the Union  
 suspected Respondent was reducing its work force. In his oral argument, Respondent's  
 counsel specified potential contract violations the Union wished to consider such as the  
 provision relating to the parties' intent to promote harmony between employer and employees  
 and the application of the new-construction provisions of Section 31 of the agreement. Neither  
 15 the Union's counsel nor Counsel for the General Counsel explained how obtaining information  
 concerning subcontract bidding and performance would assist the Union in determining if any  
 agreement violation had occurred or in formulating a grievance. The Union's generalized and  
 conclusionary explanations of its bases do not trigger an obligation to provide this information.  
*Island Creek Coal Co.*, supra.<sup>16</sup> In the circumstances, I conclude the Union has not  
 20 demonstrated any logical foundation or factual basis for requesting information regarding  
 subcontract bidding or performance.

Accordingly, I find the General Counsel met his burden of proving that Respondent violated  
 Sections 8(a)(5) and (1) of the Act by failing to furnish the following information to the Union: a list of all  
 25 subcontractors performing work within the Union's jurisdiction for the period of January 1, 1999 to  
 present, the date of each subcontract, the nature of the work, when the work was performed, and the  
 name of the subcontractor. I further find that the General Counsel failed to meet his burden of proving  
 that Respondent violated Sections 8(a)(5) and (1) of the Act by failing to furnish the following  
 information to the Union: review of subcontracts and any files which Respondent maintains regarding  
 the bidding of said subcontracts and their performance. Therefore, I recommend the complaint be  
 30 dismissed as to this latter request for information.

### Conclusions of Law

- 35 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. Employees employed in the classifications listed in Schedule A, subsection V of the  
 agreement between Respondent and the Union constitute an appropriate unit for the  
 purposes of collective bargaining within the meaning of Section 9(b) of the Act.
- 40 4. At all times material, the Union has been, and is now, the exclusive collective-bargaining  
 representative of Respondent's employees in the above unit within the meaning of Section  
 9(b) of the Act.

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50 <sup>15</sup> *Detroit Edison Company*, supra at 1274.

<sup>16</sup> The Union's argument that it has never waived its right to seek subcontracting information begs  
 the question. Irrespective of waiver, the Union must demonstrate relevance.

5. By refusing to provide the following information to the Union on and after February 11, 2002, Respondent has engaged in unfair labor practice conduct within the meaning of Section 8(a)(5) and (1) of the Act: a list of all subcontractors performing work within the Union's jurisdiction for the period of January 1, 1999 to present, the date of each subcontract, the nature of the work, when the work was performed, and the name of the subcontractor.
6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.
7. Respondent has not otherwise violated the Act.

Remedy

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

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>17</sup>

**ORDER**

The Respondent, Disneyland Park and Disney's California Adventure, Divisions of Walt Disney World Co., Anaheim, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from:
  - (a) Refusing to bargain collectively with the Union by refusing to furnish the Union with the following information: a list of all subcontractors performing work within the Union's jurisdiction for the period of January 1, 1999 to present, the date of each subcontract, the nature of the work, when the work was performed, and the name of the subcontractor.
  - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
  - (a) On request, bargain collectively with the Union by furnishing it with the following information: a list of all subcontractors performing work within the Union's jurisdiction for the period of January 1, 1999 to present, the date of each subcontract, the nature of the work, when the work was performed, and the name of the subcontractor.
  - (b) Within 14 days after service by the Region, post at its facility in Anaheim, California copies of the attached notice marked "Appendix."<sup>18</sup> Copies of the notice, on forms provided by the Regional Director for Region 21 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.

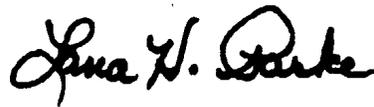
<sup>17</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

<sup>18</sup> If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 11, 2002.

- (c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, San Francisco, California, May 15, 2003



Lana H. Parke  
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** do anything that interferes with these rights. More particularly,

**WE WILL NOT** refuse to bargain collectively with the International Association of Bridge, Structural and Ornamental Iron Workers, Local 433, AFL-CIO (the Union) by refusing to furnish the Union with information necessary and relevant to the Union's performance of its responsibilities in representing employees.

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

**WE WILL**, on request, bargain collectively with the Union by furnishing the Union with the first part of the information requested in its letter of February 11, 2002.

Disneyland Park and Disney's California Adventure,  
Divisions of Walt Disney World Co.

\_\_\_\_\_  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

888 South Figueroa Street, 9th Floor, Los Angeles CA 90017-5449

(213) 894-5200, Hours: 8:30 a.m. to 5 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (213) 894-5229.