

Statutory obligation of an employer to furnish information to a union

**Industrial and Labor Relations Division, American Institute of Industrial Engineers -
Bargaining in good faith with employees' union representative (Section 8(d) & 8(a)(5))**



Description: -

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NLRB: Employer's Reasons For Policy Changes Kept Union's Information Request Alive Even After Proposals Withdrawn

This issue was decided by the NLRB in 1974 in a case handled by me. Under PERA the duty to bargain in good faith is the same as under the NLRA but the application of the principle is different due to the difference in the laws.

The Law of Collective Bargaining in Context

As such, the threshold for relevancy is generally considered as low.

NLRB: Unions Also Obligated To Provide Timely Relevant and Necessary Information Requested by Employers

However, you may communicate to your employees accurate information about your bargaining proposals. A union can short-circuit litigation over confidentiality by making a proactive offer to sign a reasonable agreement as soon as the employer asserts its claim. *National Labor Relations Board v.*

Are you required to provide confidential information to your union?

Whenever possible, demand correspondence between the employer and involved parties. Such conclusions would clearly not be precluded by the Board's threshold determination concerning the potential relevance of the requested information.

The Law of Collective Bargaining in Context

Do we have to comply? What data can we demand about temporary employees hired to perform bargaining unit work? You have no intention of turning over this information, especially since your CBA doesn't have a provision addressing the exchange of information or documentation — during grievance procedures or during renegotiations of the CBA. If an employer refuses to provide this information and takes the position that the

information requested is not relevant, then it will be the employer's burden to show that presumptively relevant information is irrelevant. An employer's notes taken during an investigation of employee's misconduct has been found to be protected from disclosure under the work-product privilege.

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