

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

HURON CASTING, INC.

Case Nos. 7-CA-44761
7-CA-44841
7-CA-45018(2)
7-CA-45018(3)

and

UNITED STEEL WORKERS OF
AMERICA, AFL-CIO, CLC

Judith A. Schulz, Esq., of Detroit,
Michigan for the General Counsel
E. Louis Ognisanti, Esq., of Saginaw,
Michigan for the Respondent

DECISION

Statement of the Case

WALLACE H. NATIONS, Administrative Law Judge. This case was tried in Pigeon, Michigan on October 8 and 9, 2002. United Steelworkers of America, AFL-CIO, CLC(Union) filed a charge in Case No. 7-CA-44761 on January 22, 2002. The Union filed a charge in Case No. 7-CA-44841 on February 15, 2002. The Union filed a charge in Case No. 7-CA-45018(2) on April 10, 2002. The Union filed a charge in Case No. 7-CA-45018(3) on April 10, 2002. A Second Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing (Complaint) issued on June 28, 2002. The Complaint alleges that Huron Casting, Inc. (Respondent or Employer) has engaged in conduct that violates Section 8(a)(1) and (5) of the Act. Respondent has filed an Answer wherein it admits the jurisdictional allegations, but denies the commission of any unfair labor practice. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and Respondent, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, a corporation, engages in the manufacture and non-retail sale of steel castings at its facility in Pigeon, Michigan. The Respondent admits and I find 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.

II. Alleged Unfair Labor Practices

A. Background and Issues for Determination

The Complaint alleges and it is admitted that the following employees of Respondent hold the titles across from their names and are supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Leroy Wurst
Brian Dunwoodie
Brian Wichert
Reggie Vargo
Al Glasgow
Dwayne Peterson

President
Quality Control Manager
Safety Director
General Foreman
Shift Foreman
Maintenance Foreman

The following employees of Respondent, herein called the Unit, constitute a Unit appropriate under Section 9(b) of the Act:

All full-time and regular part-time production and maintenance employees, including truck drivers, employed by the Employer at its Pigeon facility; but excluding all office and plant clerical, professionals, guards, and supervisors as defined in the Act.

The Union has been the certified exclusive collective bargaining representative of the Unit since August 1, 1997. Such recognition is embodied in the collective bargaining agreement, which was effective, by its terms, from February 23, 1998, through February 23, 2001, and which was extended by the parties until it was timely terminated by Respondent effective October 26, 2001.

The Complaint specifically alleges that Respondent has engaged in conduct in violation of the Act as follows:

1. On November 12, 2001,¹ orally and in writing, and again on December 11, in writing, the Union requested Respondent furnish it with information concerning the daily work sheets completed by a Unit employee and submitted to his supervisor, a document from OSHA relied upon by management for disciplining the same Unit employee, and copies of the lock out procedures signed by the Unit employee in 1998 and 2001.
2. On October 10, and again on October 25, in writing, the Union requested that Respondent furnish it with of a copy of a discipline issued to a bargaining unit employee concerning distribution in working areas which occurred on September 5, and a copy of, or an opportunity to view, a video tape of said distribution.
3. The information requested by the Union, as described above, is necessary for and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit.
4. Since about November 12, Respondent, by its agent Al Glasgow, has been dilatory in providing the Union with the information requested by it and described above.
5. Since October 8, and again on November 6, by letter, Respondent, by its agent, has failed and refused to supply the information requested by the Union in paragraph 2 above.
6. Respondent, at its Pigeon facility:

¹ All dates are in 2001 unless otherwise noted.

- a. On or about December 14, by its agents Leroy Wurst and Brian Dunwoodie, unilaterally implemented a recall procedure, including terms not previously presented to the Union.
 - b. On about March 25, 2002, by its agent Leroy Wurst, again recalled employees from layoff, without prior notice to the Union, or negotiating the terms of the recall.
7. On about February 4 and 5, 2002, Respondent, at its Pigeon facility, by its agent Leroy Wurst, undermined the status of the Union as the exclusive collective bargaining representative of the Unit by authorizing a representative of an in-plant anti-union group to accompany inspectors from the State Health and Safety Agency on a tour of the plant.
 8. Respondent, at its Pigeon facility, by its agent Leroy Wurst, on about March 18, 2002, removed coring machines from its Pigeon facility and transferred them to its non-unionized Arenac Casting, Inc., facility in Standish, Michigan, without prior notice to or negotiations with the Union.

Respondent is a corporation with an office and plant in Pigeon, Michigan where it manufactures and sells steel castings. At all material times, the Union has been the exclusive collective bargaining representative of the Respondent's production and maintenance employees, including truck drivers. The parties' most recent collective bargaining agreement was effective by its terms from February 23, 1998 through February 23, 2001. On February 6, 2001, the parties executed an Extension Agreement to keep the terms and conditions of the contract in effect while negotiations were ongoing. However, on October 12, 2001, Respondent notified the Union by letter that it was terminating the contract effective October 26, 2001. In this letter, Respondent advised, "As a result of the above termination, the Employer will no longer honor the dues check-off provision of ARTICLE 4, UNION MEMBERSHIP AND CHECK-OFF, Section 2, beginning with the week of October 29, 2001 forward." Respondent notified employees positively, however, that it would not change employee wages, benefits, or other conditions of employment as a result of the contract termination. In addition, the parties have continued to utilize the contractual grievance procedure. Respondent's labor counsel Robert Kendrick testified, and I credit his testimony, that he and Union staff representative Dan Nadolski had an understanding that the expired contract would continue to be honored. According to Kendrick, when the letter was sent notifying the Union that dues check-off would no longer be honored, Nadolski called him and asked him if Respondent was not honoring any other provision of the contract and Kendrick advised that Respondent was honoring all other provisions. All of the credible testimony only supports a finding that, other than dues checkoff, both parties at all material times were operating as if the expired contract was in full force and effect.

Because the unfair labor practices alleged in the Complaint are distinct and separate, I will make both my fact findings and conclusions of law with respect to each together, rather than in separate parts of the decision.

B. Fact Findings and Conclusions of Law

1. Did Respondent violate Section 8(a)(5) of the Act by unilaterally implementing its recall procedure in December 2001 and again in March 2002?
 - a. The December 2001 recall

During May 2001, approximately 60 unit members were laid off in various departments.² Respondent's employee and Union local President, Bryan Sprague testified that to the best of his knowledge, employees were laid off by seniority in their job categories and shifts. Respondent's labor attorney, Robert Kendrick testified that he was advised at some point, presumably in early December 2001, that Respondent wanted to recall some of the laid off employees. He advised that they follow the terms of the expired collective bargaining agreement and recall employees in the reverse order of the layoffs. He also advised that when they had a plan for the recall, they notify the Union and explain the plan. Kendrick played no part in the preparation of Respondent's recall plan. Kendrick testified that Respondent never indicated or intended to negotiate over its plan to recall employees; rather, Respondent intended to follow the dictates of the expired collective bargaining agreement. However Kendrick did not attend the meeting held by Union representatives and Respondent's management and is not in a position to know what was said at those meetings first hand.

On December 10, 2001, Sprague learned that there would be a recall of seven laid off molding department employees in a meeting in Wurst's office.³ Sprague attended with his Union steward, Jeff Dexter and met with Respondent's President Leroy Wurst and its Quality Assurance Manager, Brian Dunwoodie. Management gave the two employees a paper explaining the recall procedure. The paper stated:

1. Contact all employees that were, by order of seniority, transferred to another shift as a result of the May 2001 layoff and ask if they would take a Molding Job Category on their original shift. It is anticipated that a majority of the work in Molding Job Category would consist of coring function. If so make those changes.
2. If, as a result of the above moves, there are openings where an employee must have done the job before to be qualified and so recalled (i.e. All Job Categories except Molder, Grinder, Janitor, Entry Level) take the most senior employee who is qualified on layoff and recall them to those job categories and shifts.⁴
3. Fill the remaining open Molding positions with the most senior employees on layoff, who wish to be recalled based upon the highest seniority be given first choice of shift.
4. Employees who decline to be recalled will lose seniority rights as per Article 11, section 3h.

² The layoffs were the subject of a grievance filed by the Union. It went to arbitration and the Union's position lost.

³ It turned out that Respondent recalled eight employees in December 2001.

⁴ Management also related that it had offered a position in the heat treat shop to a laid off employee, Keary Counts. This position had been previously filled by back up employees for some time and Respondent decided to fill it with a full time employee. Sprague contended that Counts was not the most senior person on layoff at the time Counts was recalled. Dunwoodie testified that, under the contract, to fill a position other than grinder, molder, entry level or janitor, the person being recalled must have worked in the position to be filled at least twenty days. Counts was the most senior laid off employee meeting this test.

Sprague testified that in response to his question about the names of individuals being recalled, Wurst told that they were Mike Burkett, Bryan Nitz, Paul Timmons, Tim Bodeis, Tom Dewey, Bonnie Rinert and Jeff Champagne. These employees' names are handwritten by Sprague on the Union's copy of the Respondent's recall plan. Dunwoodie testified that he did not remember being asked exactly who was being recalled and further testified that the identity of the employees to be recalled was not final as of December 10, 2001.⁵ Sprague contends that if the procedure given him as set out above in 1-4 were followed the persons recalled would not have been the ones recalled. In the layoff, Sprague, a molding department employee, was moved to the coring department. He asked the two management figures that before recalling seven people all of whom were junior to Sprague, why Sprague could not be put back in the molding department first. Dunwoodie replied, "Certainly."

Following this meeting, Sprague contacted Union staff representative Dan Nadolski. Sprague read Nadolski the document he had been given and identified the seven employees being recalled. Nadolski indicated to Sprague that the recall procedure was not correct. Sprague and Nadolski determined to come up with a better recall procedure and present it to management. Accordingly Nadolski, Union Vice-President Ken Heiden, Sprague and Dexter did meet on December 12, 2001. Sprague testified that "...we sat down and put together a proposal for the company that we thought was the right way of handling the situation. Being so the recall in the contract is silent, when you call individuals back from a layoff into positions different from the ones they was laid off from." In response to a question by General Counsel about what the men discussed about the Respondent's proposal, Nadolski testified that "Well, specifically, our concern was that their proposal was going beyond what the contract allowed." The expired collective bargaining agreement has detailed provisions for layoff, but about recall says only that "recalls will be accomplished on the reverse basis of layoffs."⁶

The Union came up with its proposed recall procedure. The prologue to the procedure notes the Union's disagreement with Respondent's position that an employee who is otherwise trained and qualified can be recalled to a job and a department other than the one from which he or she was working at the time of layoff. The Union's proposed procedure is as follows:

1. Recalls will be accomplished in the reverse basis of layoffs.
 - a. First recall all laid off molders.
 - b. Recall to the molding job category all employees who were bumped from their molder positions and are currently working in a different classification.
2. If #1 a & b above do not fill all the seven (7) needed molder positions then:
 - a. Contact most senior laid off employees with molder job category experience and offer a molder position. Continue theiruntil all experienced molders have been exhausted.⁷

⁵ I do not find that these were the employees recalled. General Counsel Ex. 8 is a list of the employees called for recall in December. None of the seven employees named by Sprague is on the list of employees called for recall.

⁶ Neither Respondent nor the Union had proposed any changes in the language of the layoff/recall provisions of the expired collective bargaining agreement during negotiations for a successor agreement.

⁷ The blank space in this sentence indicates missing words from the sentence or even sentences. The copying process employed by the Union cut off part of #2 a and Sprague was not sure what the missing words or sentences said.

- b. After exhausting item 2a) then remaining employees laid off, in seniority order, will be contacted and offered a molder job category position.
- c. Employees accepting a molder position under [the] terms of this recall will not relinquish recall rights to their laid off job category.
- d. Employees refusing recall under conditions of this item 2 will not lose all seniority and all continued rights to a job with the Employer. They will instead maintain recall rights to their laid off job category.
- e. Employees accepting recall to a molder position per this item #2 will have the right to choose the shift of their choosing based on seniority.

At the time this procedure was devised, the Union was not sure that any molders were in fact among the employees laid off. Sprague called Dunwoodie and explained that the Union was preparing a proposed recall procedure and needed to know if the Company had any molders on layoff. Dunwoodie replied that it did not. The Union finished preparing its proposed procedure and faxed it to Respondent's labor counsel Robert Kendrick. Nadolski testified that he had a phone conversation with Kendrick on the same day. According to Nadolski, he pointed out problems the Union had with Respondent's recall procedure and offered to meet immediately to reach some agreement on the recall procedure before the scheduled date of recall, December 17, 2001. Kendrick indicated that he could not meet that day, but suggested the Union fax him its proposal and it did.⁸ Kendrick did not remember this call. He did, however, remember receiving the Union recall plan. He said he gave it a cursory examination and came to the conclusion that the Union wanted to do something different than called for by the contract.

Asked by General Counsel how the Union plan differed from that of the Respondent, Sprague answered that the Company wanted to recall by strict plant seniority whereas the Union's plan recalls by seniority by job category and shift. The Union version also does not penalize employees refusing recall as did the version of Respondent's plan shown to the Union. Sprague also believed that recalls into specific job categories should only be by the employees that had been working in that category at time of layoff and by seniority in that category. If Dunwoodie was correct, the seven laid off employees identified by management as the individuals that were to be recalled to fill molder positions were not molders as no molders were on layoff. Sprague testified that the Union's recall was meant to be a proposal and the subject of interaction between the Respondent and the Union.

The following day, Sprague had a conversation with Dunwoodie about the Union proposal. At this meeting Dunwoodie told Sprague he had been in error the day before, and that one molder had been laid off. Sprague explained the Union's position that each job category is unique, i.e., a corer is a corer and a molder is a molder. Dunwoodie's position was that molders and corers were one in the same. Dunwoodie asked Sprague for the Union's position on whether the four corers in layoff status would properly fall into the group of seven laid off employees being recalled. According to Sprague a corer operates a coring machine and produces a part that is used in the molding process.

Following this meeting, Sprague was given at work on December 14, 2001 a letter dated December 13, 2001 from Respondent's labor counsel Robert Kendrick addressed to Sprague and Nadolski. This letter reads:

⁸ The preamble to this fax states "Please advise if this process will resolve Huron Castings recall needs. I (Nadolski) can be reached at (several telephone numbers are listed). Bryan Sprague can also be contacted at work if you have any questions."

"It is our understanding from both reading your facsimile to me of approximately 4:30 p.m. Wednesday, December 12, 2001 and the brief discussion which occurred between Brian Dunwoodie and Bryan Sprague at the plant on this date that the Union's requested first step of the recall process would be to 'recall all laid-off molders.' We understand that the Union would exclude part-time employees or other employees who were performing coring functions from this first step of the recall and that any laid off molders would be recalled first even though they may have less seniority than other employees who are presently on layoff status.

Based on the above information, I have concluded that the parties are so far apart in relationship to how a recall procedure would take place that additional discussions or communications between us would appear fruitless.

We have on this day reconstructed as best we can exactly how the May, 2001 layoff took place. As a result, we will do our best to be in strict compliance with the collective bargaining agreement so that 'recalls will be on the reverse basis of layoffs.'

Following receipt of this letter, Sprague met with Dunwoodie and Wurst. Wurst gave Sprague a three-page document (General Counsel Ex. 8) that showed the employees called and offered recall and their response the number of employees sought to be recalled was reached. Twenty eight calls were made. Wurst said the calls were made by seniority. The document also states what the caller told the laid off employees. The procedure actually used by Respondent differs from its proposed procedure of December 10 in that the employees called were told that health benefits would begin immediately upon recall, that if they returned to work by a specified date they would be eligible for holiday pay, and that Respondent dropped its penalty for refusing recall.⁹ Sprague was also given what looks like a flow chart and which explains, if you can understand it, how the recall was accomplished and how employees who bumped into another job category and shift were moved back into their original jobs or shifts.

Dunwoodie agreed that the document resembling a flow chart was given the Union, but denied that General Counsel Ex. 8 was ever given to the Union by Respondent. He testified that this document is his personal notes of the calls made to recall employees and only left his possession when subpoenaed by General Counsel. The document indicates that employees were called by their seniority, with the most senior employee being called first, the next most senior next, and so on. When recalling the eight people, Respondent attempted to put employees who had avoided layoff by bumping into another job category or another shift, back into their original job category and/or shift. Dunwoodie pointed out that the Union's proposed layoff procedure does not follow the language in the collective bargaining agreement as it specifies molders will be recalled first, without regard to whether there may be a person on layoff with greater seniority than any molder.

It is the Union's position that further negotiations over the recall procedure should have taken place before the Respondent implemented its recall. It is Respondent's position that the expired collective bargaining agreement controlled how the layoff was to be conducted and that it followed the dictates of that agreement. As noted earlier, there had been no proposed changes to the layoff/recall procedures in the negotiations for a successor agreement.

I have heretofore found that the parties both believed that the expired contract controlled the manner in which the recall should be conducted. Indeed the plans devised by Respondent and the Union were attempts to achieve recall under their respective understanding of what that

⁹ The Union filed a grievance over the recall procedure.

contract dictated. When Respondent actually recalled employees in December, as best as can be determined from the record, it did follow the terms of the contract, as least insofar as who was offered recall. It appears that Respondent did recall employees based on seniority, and the last persons laid off were the first to be offered recall. However, Respondent went further. Its recall offered varied from the terms of the contract in that it offered vacation pay if an employee returned to work by a given date, offered immediate health benefits contrary to the terms of the contract and waived a contractual penalty for refusing recall. None of these latter three matters were made known to the Union prior to their implementation.

I believe that if Respondent had simply recalled employees in the reverse order of layoff and did nothing more, it would not have violated the law. But it did do more and did it without prior notice to the Union. I also find that it opened up the matter for negotiations by presenting its first plan for recall to the Union and acquiescing in the Union's request to submit an alternative plan. Until Kendrick's testimony in this proceeding, there is nothing in evidence to suggest that the parties did not believe they were negotiating over the recall procedure. Kendrick's testimony notwithstanding, implicit in his December 13, 2001 letter to the Union is the fact that negotiations were taking place and that Respondent was simply shutting them off. There is no evidence to indicate that the parties had reached impasse by December 13, 2001. Moreover, as noted, no prior notice was given the Union that Respondent intended to offer non-contractual inducements to encourage laid off employees to return. An employer violates Section 8(a)(1) and (5) of the Act, when during the term of a collective bargaining agreement, it unilaterally implements changes in its bargaining unit employees' terms and conditions of employment without affording the Union notice and an opportunity to bargain, absent agreement with the employees' bargaining representative, an impasse in negotiations, or a waiver by the bargaining representative. *NLRB v. Katz*, 369 U. S. 736 (1962). Here there was no notice as to much of the recall procedure followed and there was no agreement with the Union as the procedure utilized, and there was no waiver. The obligation to refrain from unilaterally changing terms and conditions of employment continues after contract expiration and until good faith bargaining results in impasse. *Georgia-Pacific*, 305 NLRB 112 (1991). Here the parties were treating the contract as if it were still fully operational except for the dues checkoff provisions. I find that by shutting off negotiations for a recall procedure before impasse, by adding to its recall procedures matters about which no prior notice was given the Union, and by unilaterally implementing its recall procedure, Respondent has violated Section 8(a)(1) and (5) of the Act.

However, I find that no remedy for this violation except for a cease and desist order and a Notice posting is necessary. The recall as actually implemented appears to have followed the expired collective bargaining agreement. There is no proof that the laid off employees offered recall were not the correct ones under the terms of the collective bargaining agreement, and to the contrary, General Counsel Exhibit 8 would indicate that the correct employees were the ones offered recall. The three variations in the recall offer which were unilaterally implemented are all sweeteners for employees, giving them, from their standpoint, benefits they were not otherwise entitled to under the agreement. No useful purpose would be served by rescinding these benefits or putting the Union in the position of having to ask for a rescinding of them. I will not recommend punishing the employees who received these benefits by virtue of Respondent's unlawful conduct.

b. The March 2002 recall

In March 2002, Respondent posted a notice in the plant announcing that there would be further recalls. This notice from Wurst, dated March 21, 2002, reads,

"Huron Casting has been diligently trying to attract new work over the past several months. As of late our orders seemed to have stabilized and it appears that there will be an increase in orders for the months of April and May.

Although we are uncertain whether we need to call back all of the employees on layoff, we are concerned that these employees will lose their seniority once May 21st arrives and a year has passed. Based upon this we have decided to recall everyone and take the chance that this upward trend in orders will continue."

There is no clear showing as to whether any employee had been recalled at the time of the notice and what little evidence there is would only support a finding that the notice was posted in advance of the recall. For example, Sprague was asked, "Do you know if employees were, in fact, called back to work after this was posted?" Sprague answered, "Yes, I seen them." Sprague testified that, at some unidentified time, he received a call from a laid off employee, Lisa Wolschleger who complained that she was still on layoff while less senior employees had been recalled. She was subsequently recalled.¹⁰ After Sprague spoke with Wolschleger, he spoke with Respondent's Human Resources Manager Patsy Walsh on April 12, 2002. Sprague asked her for the order in which Respondent was recalling employees and what positions they were filling. Walsh said she would supply this information. The conversation with Wolschleger and Walsh took place before Sprague noticed newly recalled employees at work. Other than the notice viewed by Sprague, no other notice was given to the Union that a recall was planned. Walsh called Sprague back and told him that as the Union had filed unfair labor practice charges, she wanted his information request in writing.

The Union's position with the March recall is that the Respondent should have met and discussed the procedure to be used for recall. It would have made no difference if all laid off employees were recalled at once, but Sprague testified that a staggered recall procedure was used by Respondent. Like much about the March recall, there is no clear and detailed showing of when and how it was conducted.

Dunwoodie testified that in March 2002, employees were recalled in the same manner as in December 2001, by seniority. Every laid off employee was offered recall though some did not accept it.

I cannot agree with General Counsel's contention that Respondent's action in recalling laid off employees in March 2002 violated the Act. The Union was given notice of Respondent's intention to recall by the notice discussed above. Based on the evidence adduced, the notice was posted prior to the recall. There is no evidence that the Union requested bargaining over the procedure to be used in the March 2002 recall and I find that by failing to request bargaining, the Union waived its right to bargain over the procedure. It first contacted Respondent either during or after recall had been implemented and simply asked to be furnished the order in which employees were being recalled and the positions they were filling.

Moreover, as long as the Respondent followed the dictates of the expired collective bargaining agreement and recalled employees in the reverse order of recall, I do not believe it had the duty to bargain over the procedure. The only credible evidence regarding how the recall was conducted is that given by Dunwoodie. His testimony would indicate that the dictates of the contract were following. There is no showing in the record as to the order of recall and no

¹⁰ I allowed the witness to relate this information though it is clearly hearsay. I do not credit this testimony for its truthfulness or accuracy.

showing of any harm to any employee by virtue of the procedure used. I will recommend dismissal of the Complaint allegations with respect to the March recall.

2. Did Respondent violate Section 8(a)(5) of the Act by unilaterally removing coring machines from the Pigeon facility and moving them to Respondent's non-unionized facility?

In March 2002, Union President Sprague became aware that Respondent had dismantled two of the coring machines in the plant, machines nos. 609 and 610. There are about fifteen to seventeen such machines in the plant. Sprague testified that the two machines were used by bargaining unit employees, normally part-time and light duty employees. Sprague testified that he learned from Union steward Dexter that company electricians were dismantling them. Sprague spoke with one of the electricians who told him the machines were being shipped to a non-union facility owned by Respondent's owner. This company, Arenac Casting, Inc. is located in Standish, Michigan. Sprague, upon learning this information, sent a letter to Respondent's President Leroy Wurst. The letter, dated March 20, 2002, after noting that coring machines nos. 609 and 610 had been dismantled, made the following information request:

1. We request to know why these machines have been dismantled and taken out of service.
2. We request to know where these machines have been taken to.
3. We request to know if these machines are providing jobs to people elsewhere.

Wurst, in response to the information request, wrote Sprague a letter dated March 26, 2002. This letter states:

"As to your letter dated March 20, 2002, Huron Casting does not have an obligation to provide information to your union without being assured that a proper purpose exists. As a result your March 20, 2002 request for information is denied."

On March 27, 2002, Sprague again wrote Wurst, making the same information request he made on March 20, 2002, and offering the following reason for the request:

"The requested information is relevant and necessary to allow the Union an opportunity to intelligently and effectively evaluate whether there is cause to determine that there has been an agreement violation; which could necessitate implementing Article 13 of the Collective Bargaining Agreement."

Wurst responded with a letter dated April 1, 2002 in which he provided information about the two coring machines and also set out the recall procedure the Respondent followed to effect the March recalls. The letter reads:

"The equipment (coring machines) is being used at Arenac Casting, Inc. to assist in rotating jobs and allowing to have light duty work available for injured employees. It is not going to result in additional employees being hired for this purpose.

Regarding the recall procedure we followed, as per the collective bargaining agreement, Article 11, Section 4(B), 'Recalls will be accomplished on the reverse basis of layoffs.' Also, Article 12, Section 1, 'Job category openings shall first be filled through the recall of those employees who are on layoff pursuant to the recall provisions in this agreement.' The recall was the subject of a grievance, #01-02."

Sprague testified that no advance notice of Respondent's intention to move the

machines was given to the Union before the machines were moved and as logically follows, no opportunity to bargain over the decision was given before the machines were moved.

In the expired Collective Bargaining Agreement, Article 5 Management Rights, Section 1 (A), management reserved the right "To manage its operations generally, including the determination of reasonable new or revised work standards (quality and quantity of work) and the full control of all present and future materials, tools, and equipment to be used at any time." In Section 1(D), management reserved the right "to introduce new equipment, methods and machinery, processes, training and technology, and to change or eliminate equipment, tools and materials."

Matthew Arthur Davis is Respondent's Chief Financial Officer. He testified that in November 2001, Arenac was advised by its underwriter for Workers' Compensation that Arenac was in danger of losing coverage because of the number of claims filed. Arenac's premiums were increased accordingly from \$18,000 in 2001 to \$55,000 in 2002. Losing their current policy would force the company into a state pool with even higher premiums. Davis advised Wurst that some work less prone to injury should be put in the Arenac facility. Wurst made the decision to move the coring machines in response to Davis's advice and the machines were moved on March 14 or 15, 2002. To demonstrate that no harm resulted to the bargaining unit by the move, Davis studied the hours the coring machines at Respondent were operated for the six-month before the move and the six months after the move. The total hours all coring machines were in use in the first six months was 7,928.25. For the six months after the machines were removed, total hours almost doubled to 15,501.50. The increase is accounted for by increased business activity and increased mix of business, which requires more coring.

I find that the Union waived its right to bargain over the decision by its acceptance of the fact that all provisions of the expired contract would continue to be honored except for the dues checkoff provisions. I believe and find that under the unique circumstances of this case, the contract, with the sole exception of the dues checkoff provision, was considered by the parties to be fully operable at all times material to this issue. At the time Respondent rescinded the collective bargaining agreement insofar as the dues checkoff provision was concerned, the Union, by Nadolski, inquired and was told that other than that provision, the contract would be fully honored. Neither Nadolski nor any other Union official took the position that only selected provisions would be adhered to. In fact, the Union's position with other issues in this case is that the expired collective bargaining agreement did control. I agree with that position. The management rights provisions cited above allow Respondent to remove the machines without notice or bargaining with the Union over the decision to remove them.

However, I agree with General Counsel that Respondent had a duty to bargain over the effects of the move. There is no evidence to support a finding that the Union waived this right. An employer has an obligation to provide a union notice and an opportunity to bargain about the effects on unit employees of a managerial decision even if it has no obligation to bargain about the decision itself. *KIRO, Inc.*, 317 NLRB 1325, 1327 (1995). The Board has held that contractual language waiving a union's bargaining rights as to a certain decision does not constitute a waiver of the right to bargain over that decision's effects. *Natomi Hospitals of California*, 335 NLRB No. 75, slip op. at 3 (Aug. 27, 2001). Respondent did not fulfill this statutory obligation and thus violated Section 8(a)(1) and (5) of the Act.

3. Did Respondent violate Section 8(a)(1) and (5) of the Act by refusing to provide information and being dilatory in providing information requested by the Union?

a. Was Respondent unlawfully dilatory in supplying information to the Union?

Union local president Sprague made a request for information on or about November 12, 2001, relating to discipline given Unit member Jeff Dexter. This discipline is the subject of a grievance filed with the Respondent by the Union. The initial request for this information was given in writing on a slip of paper to Respondent's foreman, Reggie Vargo. Sprague asked for Dexter's daily worksheets for two years and for a description of Dexter's training. Sprague wanted this information because Dexter had been disciplined by the Respondent for not locking out the gyro screens on a machine. When given the request, Vargo told Sprague he would look into the matter and get back with him. However, this did not happen, so Sprague requested the information in a letter to Respondent's president, Leroy Wurst.

Sprague's letter to Wurst was dated December 11, 2001 and requested the following:

1. Daily work sheets that are filled out by Jeff Dexter and submitted to R. Vargo.
2. The document from OSHA (MIOSHA) that Brian Wichert relies on which requires the Company to discipline.
3. Copies of both Lock-Out procedures signed by Jeff Dexter in 1998 and 2001.

The letter also requested the names, addresses and phone numbers of all current active and laid-off bargaining unit members. This letter request was more extensive than the one made to Vargo as the information sought in request No. 2 above and the information about the unit members was not sought initially. The Union had not received a reply by January 22, 2002 and on that date filed an unfair labor practice charge over the failure to supply the information.

Sprague received a letter dated January 31, 2002 from Human Resources manager Patsy Walsh that responded to his information request. This letter states that the daily sheets are not kept, only the sheet for the last day of the month. She enclosed the sheets for the last three months prior to the letter. She supplied the OSHA document requested and the lockout documents sought. She recites that the bargaining unit information had already been given Sprague. Walsh concluded her letter with an apology: "We are sorry for the delay in getting this information to you, but with the holidays and Brian Wichert being out of the office frequently on sales trips the last month or so, your request got overlooked. You should have reminded me."

Sprague had been told by Dexter that Respondent did keep daily sheets on him and that they were kept in Wichert's office. Sprague was also upset as he got sheets for the three months after the incident which resulted in discipline. He was looking for sheets for the twenty four months preceding the incident. To date, he has not received this information. ¹¹His letter request to Wurst on November 11 does not state any period for which he wanted the daily sheets. Sprague contends his initial request to Vargo stated that the sheets were wanted for the two year period preceding the discipline. The Complaint and General Counsel only seek a finding that Respondent's response to the request was unlawfully dilatory.

¹¹ The discipline which formed the basis for the information requests was removed from Dexter's file as a result of a second step grievance meeting held in February 2002. The matter of the discipline was decided in the Union's favor and the actual need for the information became moot.

The record reflects that the Respondent took over two and a half months to supply the requested information. Respondent's response came rather quickly once the Union filed its ULP charge on January 22, 2002. Its only defense to the charge that it was dilatory in supplying the information is the excuse contained in Walsh's letter. There is no contention that the information requested was not necessary and relevant to the Union's duty to represent unit employees. Indeed, there could be none as the information related to discipline of a unit employee. In the case *House of the Good Samaritan*, 319 NLRB 392, the Board found a similar two and a half month delay in supplying information to be a violation, stating, "Once a union makes a good faith request for information, the employer must make a diligent effort to provide the information in a timely manner."

In this case Respondent did not supply the information in a timely manner. It had the burden of explaining the delay and justifying that delay. It offered no proof other than Walsh's explanation. I do not find this explanation sufficient to justify the delay and do find that Respondent violated Section 8(a)(1) and (5) of the Act by its dilatory actions.

b. Did Respondent unlawfully refuse to supply the information requested by the Union in its October information request?

Union Staff Representative Nadolski requested information of Respondent in a letter dated October 2, 2001, and in which he stated:

"On Wednesday, September 5, 2001 at approximately 8:40 a.m. the melters began their crew meeting. At approximately 9:10 a.m. when the melters were returning to work following the meeting, at least one melter observed an anti-union handout stuffed between his safety equipment.

The melter approached his foreman (Frank) to address this inappropriate leaflet distribution during work hours issue. Supervisor Vargo after reviewing and investigating the claim allegedly determined the melters complaints to be legitimate.

I am requesting a copy of the disciplinary action taken against the bargaining unit employee who misbehaved and further ask for either a viewing or a copy of the videotape which supports the inappropriate behavior.

Failure to provide this information will require the Union to exercise both its legal and NLRB granted rights.

As I'm sure you are aware, we represent all employees in the existing bargaining unit and have a right to this information."

Because the employee who distributed the material was openly anti-union, Nadolski was of the opinion that he was going to be given special treatment by Respondent's management. He evidently expressed that opinion to attorney Kendrick because Nadolski said Kendrick told him that discipline had been given to the employee.

By letter dated October 8, 2001, Kendrick responded to the October 2, 2001 request, stating:

"In response to your letter of October 2, 2001, this is to advise you that on September 2, 2001 Huron Casting, Inc. employee Ralph Brackenberry was provided written discipline for distributing literature in a work area in violation of the Company's work rules. Because the

written discipline is a part of Mr. Brackenberry's personnel record and subject to privacy rights, we have chosen not to provide a copy to you.

You are correct that Mr. Brackenberry's involvement in distributing the literature was discovered by Company officials viewing a video tape. However, once again we do not feel that it would be appropriate or necessary for the Union to view or see the copy of the video tape and so your request in this regard is denied."

Nadolski responded to this denial in a letter dated October 25, 2001, which states, in pertinent part:

"In my October 2, letter, I asked about an incident in which someone was placing literature in employees' equipment at work. I asked for a copy of the disciplinary action taken against the employee who allegedly misbehaved and I asked for either a viewing or a copy of the videotape that supports the inappropriate behavior.

In your October 8, letter, you state that the Company will not provide us with a copy of the disciplinary action 'because the written discipline is a part of Mr. Brackenberry's personnel record and subject to privacy rights.' We respectfully suggest that this does not excuse the failure to provide the information we requested.

The NLRB has categorically rejected the proposition that employee personnel records are per se confidential. *Wayne Memorial Hospital Ass'n.*, 322 NLRB 100, 103-04 (1996)(holding that company violated the Act by requiring employee authorization before it would provide employee records to the union). The Board explained that 'one of the consequences of collective bargaining is that it subordinates the particular interests of the individual employees to the collective interest of the unit. Hence a preference for confidentiality on the part of some employees does not nullify the Union's right to the information.' *Id* at 103-04. (Citation omitted).

Accordingly, we again ask for the disciplinary information we requested.

Your October 8, letter also contains a response to our request to either view, or receive a copy of the videotape the Company used to discipline this employee. You state, 'we do not feel it would be appropriate or necessary for the Union to view or see the copy of the videotape and so your request in this regard is denied.'

That the Company may not feel it is "appropriate" or "necessary" for the Union to see the tape may be true, but it does not constitute a valid refusal to provide us this information. Accordingly, we again respectfully request an opportunity to either view the videotape or receive a copy of it."

Kendrick replied in a letter dated November 6, which states in pertinent part:

"To our knowledge, Mr. Brackenberry did not seek the assistance of the Union in relation to his discipline and did not file a grievance.¹² Indeed, Mr. Brackenberry has quite openly indicated his lack of support for your Union and we can only assume that he would object to your receiving a copy of his written discipline and/or viewing any video tape. Further, you have not offered a possible reasonable basis for the requested information nor do we think one exists.

¹² Brackenberry is in the unit and is a member of the Union.

The case you have cited in your October 25, 2001 letter is not on point. As a result of the above, we must respectfully decline your October 25, 2001 request for information.”

The Union has not received the requested information and filed a charge with the Board. Nadolski articulated that he wanted to see the discipline to ensure that Respondent was consistent and fair in administering discipline.

Information about wages, hours, and other terms and conditions of employment of unit employees is presumptively relevant and “the General Counsel may establish a violation for the employer’s failure to furnish it without any further showing of relevancy.” *Commonwealth Communications*, 335 NLRB No. 62 (2001). The discipline of unit employees directly affects the terms and conditions of employment. The Board and the courts have adopted a liberal definition of relevancy, requiring only that the information be directly related to the Union’s function as bargaining representative and that it appears reasonably necessary for the performance of this function. *Id.* The Union’s request for a discipline and the evidence supporting the discipline of a bargaining unit employee is presumptively relevant, even without a grievance pending or a request by the disciplined employee. Because it is presumptively relevant, the Union is not required to explain its reasons for requesting the information. *Id.* A discipline of one employee inherently affects all employees who have been or may potentially be disciplined for the same thing. The Union is entitled to the discipline to ensure that all employees are being treated fairly.

With respect to the discipline and supporting video tape of unit employee Brackenberry, Respondent has refused to provide this information to the Union, claiming confidentiality concerns. Respondent has the burden of establishing that the information is truly confidential. *Detroit Edison Co.*, 440 U.S. 301 (1979). Respondent has not identified a valid confidentiality concern for refusing to provide the information. Assuming Respondent has a valid concern, a balancing test would be performed, weighing the Union’s interest in the information with Respondent’s concerns. *Id.* The Union’s interests would clearly outweigh any confidentiality concern of Respondent, as the discipline of a bargaining unit employee goes to the core of the Union’s responsibility to the employees it represents. Respondent has violated Section 8(a)(1) of the Act by its refusal to supply the requested information.

4. Did Respondent violate Section 8(a)(1) and (5) of the Act by undermining the Union by authorizing a member of a known anti-union group to accompany State Health and Safety inspectors on a plant tour?

Jeremy Bogart is an electrician employed by Respondent and is in the bargaining unit. He is an officer in the Union and is the Union’s first shift safety officer. In the latter role, he is to make sure employees work in a safe environment. He takes periodic tours of the plant with the Respondent’s general foreman looking for potential hazards and discussing them if any are found. He is also on the Respondent’s safety committee. He testified that the Michigan Occupational Health and Safety Administration (MIOSHA) periodically visits the plant occasionally for safety inspections. There was such a visit February 4 and 5, 2002. When these inspections are made, Bogart and Respondent’s Safety Director usually accompanies the MIOSHA representatives.

On the February 2002 visit, Bogart went to the plant conference room to meet with the MIOSHA representatives and was surprised to find Respondent’s Quality Assurance Manager Brian Dunwoodie and employee Ralph Brackenberry there. Neither of these two men had

previously accompanied the MIOSHA representatives on a plant inspection in the past.¹³ Bogart testified that in the past no one but the Safety Director and the Union safety officer had been on the inspections. The representatives and Respondent's officials and employees then went on the tour. During the tour, Bogart asked Brackenberry if he was getting into safety and Brackenberry said yes, adding that he had been part of the safety inspections conducted on the Company trucks conducted by the Michigan Department of Transportation. Bogart then commented, "The more the merrier."

Bogart testified that Brackenberry is associated with an in-plant anti-union group called Employees for Free Choice (EFFC). He testified that this group does not support the Union and or Beck members of the Union.

Jeffrey Dexter is employed by Respondent as a sand coat leader and observed the MIOSHA representatives and the Company officials and employees making the inspection tour in February. The Company personnel on the tour were Dunwoodie, Wichert, Bogart and Brackenberry. He was surprised to see Dunwoodie and Brackenberry as past MIOSHA tours have only been accompanied by the Company Safety Director and Union safety officer. Dexter asked supervisor Vargo why Brackenberry was on the tour, and Vargo said he did not know. He offered to find out though. On the next day, in a conversation about another matter, Vargo said the EFFC had complained they did not think they were getting equal representation from the Union and wanted to be involved in the safety investigations. Ralph Brackenberry is employed by Respondent as a mechanic. He is a member of the EFFC, which, judging by one of its leaflets, is attempting to get support for a decertification election. On February 1, 2002, the EFFC gave Respondent a document appointing Brackenberry as the EFFC' Safety Representative. Brackenberry asked Wurst after he saw the MIOSHA representatives in the plant on the first day if he could accompany them on the second day of their inspection. Wurst said he would check into it and later told Brackenberry he could participate.

No one from the Union voiced any objection to Brackenberry's participation until some time after the date of the MIOSHA inspection. On the other hand, no one informed the Union of Brackenberry's participation prior to it taking place.

The joint health and safety committee is provided for in the expired contract. The committee is made up of Union and Employer representatives, and the purpose is to address safety issues. It has typically been the safety committee representatives who accompany the State inspectors on plant tours. Prior to Brackenberry's accompaniment, no witness could recall any other employee ever attending such a tour.

Respondent by allowing Brackenberry to accompany the tour recognized the EFFC's presence and gave it standing on a par with the Union insofar as safety issues are concerned. This acceptance by the Respondent sent a message to employees and undercut the Union's role as the exclusive bargaining representative. Respondent did not refute the testimony of Dexter that it allowed Brackenberry to accompany the tour because the EFFC wanted "equal representation." The EFFC is certainly entitled to exist and to express its views, but it is not entitled to "equal representation." Respondent's encouragement of the EFFC undercut the Union and violates Section 8(a)(1) and (5) of the Act.

¹³ Dunwoodie testified that he was asked to accompany the inspectors by Wurst. There were two inspectors from MIOSHA and Wurst wanted two Company officials to go with them. Dunwoodie had been the Safety Director prior to being named to his current position.

Respondent has argued that the Union has acquiesced in the decision because Bogart did not complain about it at the time. Bogart is not a Union official and I do not find he had standing to speak officially for the Union on the matter of Brackenberry's participation. The Respondent also points to MIOSHA regulations which gives its inspectors the discretion to decide who can and cannot accompany them on safety inspections. There is no showing Brackenberry asked for permission from the inspectors to accompany them. He asked Respondent's officials instead. It appears that the only role the State inspectors had in this decision was that they raised no objections to Brackenberry's presence. Furthermore, in this case, the Union is the exclusive collective bargaining representative and to the extent that MIOSHA regulations with regard to the employee makeup of its inspections conflicts with the National Labor Relations Act by undermining the Unions status would be preempted. *GTE California*, 324 NLRB 424, 427 (1997).

Conclusions of Law

1. Respondent is an employer 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. The Union is, and at material times has been, the exclusive collective bargaining Representative of Respondent's employees in the following Unit:

All full-time and regular part-time production and maintenance employees, including truck drivers, employed by the Employer at its Pigeon facility; but excluding all office and plant clerical, professionals, guards, and supervisors as defined in the Act.

4. Respondent has violated Section 8(1) and (5) of the Act by:
 - a. Failing and refusing to supply in a timely manner necessary and relevant information requested by the Union on or about November 12, 2001.
 - b. Failing and refusing to provide necessary and relevant information requested by the Union on October 10, 2001 and again on October 25, 2001, relating to the discipline and the evidence supporting the discipline of employee Ralph Brackenberry.
 - c. In December 2001, refusing to negotiate to valid impasse a procedure to be utilized in recalling laid off employees.
 - e. In December 2001, unilaterally implementing a recall procedure containing provisions not contemplated by the parties' expired collective bargaining agreement without affording the Union notice and the opportunity to bargain over the procedure and its provisions.
 - f. In March 2002, removing coring machines from its Pigeon, Michigan facility without affording the Union notice and the opportunity to bargain over the effects of the decision to remove the machines.
 - g. On or about February 4 and 5, 2002, undermining the status of the Union as the Unit employees' exclusive collective bargaining representative by effectively recognizing the status of an anti-union organization within its facility by allowing a member of that organization

to accompany a safety inspection of the facility, contrary to the terms of the expired collective bargaining agreement.

5. The Respondent has not violated the Act in any other manner as alleged in the Complaint.

6. Respondent's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of 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.

Upon request, Respondent should be ordered to bargain in good faith with the Union over the effects of Respondent's decision to remove two coring machines from its facility in or about March 2002. Respondent should be ordered to supply in a timely manner the information related to the discipline of employee Ralph Brackenberry and the evidence supporting that decision, which was requested by the Union on October 10, 2001 and again on October 25, 2001.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁴

ORDER

The Respondent, Huron Casting, Inc., Pigeon, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

a. Failing and refusing to supply in a timely manner necessary and relevant information requested by the Union on or about November 12, 2001.

b. Failing and refusing to provide necessary and relevant information requested by the Union on October 10, 2001 and again on October 25, 2001, relating to the discipline and the evidence supporting the discipline of employee Ralph Brackenberry.

c. Refusing to negotiate to valid impasse a procedure to be utilized in recalling laid off employees.

d. Unilaterally implementing a recall procedure containing provisions not contemplated by the parties' expired collective bargaining agreement with affording the Union notice and the opportunity to bargain over the procedure and its provisions.

¹⁴ 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.

e. Removing coring machines from its Pigeon, Michigan facility without affording the Union notice and the opportunity to bargain over the effects of the decision to remove the machines.

f. Undermining the status of the Union as the Unit employees' exclusive collective bargaining representative by effectively recognizing the status of an anti-union organization within its facility by allowing a member of that organization to accompany a safety inspection of the facility, contrary to the terms of the expired collective bargaining agreement.

g. In any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed by Section 7 of the Act.

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

a. Upon request, bargain in good faith with the Union over the effects of Respondent's decision to remove two coring machines from its facility in or about March 2002.

b. Supply in a timely manner the information related to the discipline of employee Ralph Brackenberry and the evidence supporting that decision, which was requested by the Union on October 10, 2001 and again on October 25, 2001.

c. Within 14 days after service by the Region, post at its facility in Pigeon, Michigan, copies of the attached notice marked "Appendix."¹⁵ Copies of the notice, on forms provided by the Regional Director for Region 7, 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. 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 January 22, 2002.

d. 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, Washington, D.C. April 4, 2003

Wallace H. Nations
Administrative Law Judge

¹⁵ 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."

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 fail or refuse to supply in a timely manner necessary and relevant information requested by the Union.

WE WILL NOT fail or refuse to provide necessary and relevant information requested by the Union.

WE WILL NOT refuse to negotiate to valid impasse a procedure to be utilized in recalling laid off employees.

WE WILL NOT unilaterally implement a recall procedure containing provisions not contemplated by our expired collective bargaining agreement without affording the Union notice and the opportunity to bargain over the procedure and its provisions.

WE WILL NOT remove coring machines from our facility without affording the Union notice and the opportunity to bargain over the effects of the decision to remove the machines.

WE WILL NOT undermine the status of the Union as your exclusive collective bargaining representative by effectively recognizing the status of an anti-union organization within our facility by allowing a member of that organization to accompany a safety inspection of our facility, contrary to the terms of our expired collective bargaining agreement.

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

WE WILL, upon request, bargain in good faith with the Union over the effects of our March 22, 2002 decision to remove two coring machines from our facility.

WE WILL supply in a timely manner necessary and relevant information requested by the Union.

HURON CASTING, INC.

(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.

477 Michigan Avenue, Federal Building, Room 300, Detroit, MI 48226-2569

(313) 226-3200, Hours: 8:15 a.m. to 4:45 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, (313) 226-3244.