

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

GLASFORMS, INC.

and CASES 10-CA-33715

LEROY BOYD, An Individual

and 10-CA-33717

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC

and 10-CA-33852

GILBERT GORDON, An Individual

JOHN DOYLE, Esq.,

for the General Counsel.

M. JEFFERSON STARLING, III, Esq., and

CHRISTOPHER T. TERRELL, ESQ.

for the Respondent.

DECISION

Statement of the Case

LAWRENCE W. CULLEN, Administrative Law Judge: At the hearing the parties filed with the undersigned a Joint Motion for the approval of a non-Board settlement in Cases 10-CA-33715 and 10-CA-33852 and the severance of those cases leaving only part of Case 10-CA-33717, specifically allegations 1, 2, 3, 4, 5, 6, 21(e), (f), (h), 22, 24, and 25, which had been filed by the United Steelworkers of America AFL-CIO-CLC (“the Charging Party” or “the Union”) for trial. I granted the Motion at the hearing and heard Case 10-CA-33717 on February 3, 2003, in Birmingham, Alabama. The complaint as amended at the hearing was issued by the Regional Director of Region 10 of the National Labor Relations Board (“the Board”) and is based on charges filed by the Union on May 7, 2002. The complaint alleges that Glasforms, Inc., (“the Respondent” or “the Company”) violated Sections 8(a)(1) and (3) of the National Labor

Relations Act (“the Act”). Respondent has by its answer denied the commission of any violations of the Act.

On the entire record, including testimony of the witnesses and exhibits received in evidence and after consideration of the positions of the parties in their opening and closing statements at the hearing, I make the following:

Findings of Fact and Conclusions of Law

I. Jurisdiction

The complaint alleges, Respondent admits and I find that at all times material herein, Respondent has been a California corporation, with an office and place of business in Birmingham, Alabama, herein called its facility, where it has been engaged in the business of producing fiberglass products, that during the last 12 months, Respondent, in conducting its business operations as set out above, sold and shipped goods valued in excess of \$50,000 directly to customers located outside the State of Alabama and that at all material times Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Labor Organization

The complaint alleges, Respondent admits, and I find that at all times material herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. Agents and Supervisors

The complaint alleges, Respondent admits and I find that at all times material herein, the following individuals have held the positions set forth opposite their respective names and have been agents and supervisors of Respondent within the meaning of Section 2(11) and 2(13) of the Act.

Peter Pfaff	President
Roger Bass	Vice President
Herschel Beahme	Director, Human Resources
Louis (Pete) Herndon	Plant Manager
Kevin Harding	Manager
Richard Parkko	Supervisor
Robert Rollins	Supervisor
Nick Taylor	Supervisor
Tracy Patigayon	Supervisor
Jose Garcia	Supervisor
Tyrone Chapman	Leadman

Kevin Lyles

Leadman

IV. The Alleged Unfair Labor Practices¹

In March, 2002, the Union commenced an organizational campaign among the Respondent's employees. When the Company learned of the campaign, Company officials and the Company's attorneys met with supervisors and instructed them as to how they should act and what they could and could not do under the Act. On April 23, 2002, the Company met with its supervisors in the Company's conference room in building No. 3 and stuffed cardboard into the window areas in the conference room for privacy.

There are 3 buildings in Respondent's complex in Birmingham, Alabama. Small diameter products such as small rods, round rods and flatbar used for sand racing are produced in Building 1. Larger diameter round rods used for electrical insulators on power poles are produced in Building 2. Building 3 is used for the Kenworth floor manufacturing which is an essentially automated unit that requires a minimum of manpower to run it. There were three employees in building 3. They were William Bailey and another non-supervisory employee named Vernon Guy Carlson and their supervisor Richard Parkko. Carlson was the operator of the Kenworth line and Bailey was an industrial helper and assisted Carlson. Parkko also assisted as required.

The Kenworth line is a production process utilized to make floor boards for Kenworth T 2000 semi-trucks. It is a CRTM unit (continuous resin transfer molding). There is a balsa saw on the Kenworth line used to trim the edge of the balsawood, which is fashioned into the final product of floor boards. It is used to trim the balsawood to a 48-inch length on both ends to ensure that it is a uniform length. After a panel has been cut to length an edge saw is used to trim the edges of the panel before it goes to the CNC (computerized numerical control) machine which carves the "blank" out and installs all the drill holes. The "blank" is the designated name of the piece of balsawood which has been carved out by the CNC. In performing this process, the balsa is on pallets. The balsawood is 2.070 inches thick and is put into a die with four layers of mat on the top and on the bottom of the mat. The mat consists of woven fiberglass. Resin is injected into the mat and hardens the mat. Resin is a mixture of resin and clay and contains a catalyst which creates the heat and helps it to cure to a large form with a fiberglass finish. The resin is loaded through pressure pots. The end product of this process is the blank which is a smooth fiberglass type of product which is attached to the floor of the truck with small rib nuts.

William Bailey was employed by Respondent in January of 2000. He was promoted, received favorable job ratings and in 2001 became an industrial helper in building 3 where he worked with his supervisor Richard Parkko and non-supervisory employee Vernon Guy Carlson who operated the Kenworth line with assistance from

¹ The following includes a composite of the credited testimony and the exhibits received in evidence.

Parkko and Bailey. This line was usually only operated one day a week. The resin utilized for the Kenworth line was called a WO mixture and was made by resin techs in building 2. However, because of problems with spills and faulty resin mixture, Plant Manager Louis (Pete) Herndon decided that the resin should be mixed by someone in building 3 who was familiar with the Kenworth process. He and Parkko met with Bailey and asked him to “learn” the job of mixing the resin for the Kenworth process. Bailey agreed and was given a 50 cents per hour raise. This duty was added to his job duties in November of 2001 and was performed without incident by Bailey until late April 2002 and to the apparent satisfaction of Herndon and Parkko. Initially there were only a few loads of resin required to be mixed but the production rate of the Kenworth process was increased and this required the making of additional resin batches by Bailey. As a result Bailey began to feel he was overburdened and was not able to assist with the Kenworth job during its operation as he expected to do to learn how to operate the Kenworth line.

The Union commenced an organizational campaign among Respondent’s production employees in March 2002. Bailey signed a Union authorization card on March 29, 2002. The Respondent became aware of the Union campaign in late March. Respondent met with its supervisors and leadmen in its conference room in building 3 to discuss the Union campaign. Bailey testified that about the end of March he was asked to bring cardboard to the conference room by Peter Pfaff, the President of the Company. Hersch Beahme, who was then the Human Resources Manager, put the cardboard up to block the windows to the conference room. The meeting lasted about three hours and ended about 10:00 a.m. Bailey saw supervisors Nick Taylor and Tracy Patigayon and Manager Kevin Harding when they came out of the meeting. He asked them what was going on. Taylor said his supervisor would let him know. Patigayon said it was “Union stuff.” He also heard one of the supervisors state that President Pfaff was not going to let the Union come in and would fire everybody first.

Bailey testified that later that day his supervisor Parkko told him to join him for a break and they went to an outside area where smoking is permitted. Parkko told him that the Building 3 employees needed to stay out of the “conflict” at building 1. Parkko also said that the Respondent’s President had said the Union would not come in, that the employees’ pay would be frozen and that the employees would not get their July review (raise) if the Union came in. Bailey told Parkko they had to get their July review. Parkko told him that no one would score high enough to get a raise as a score of 80 percent or better was required to be eligible for the raise.

Bailey testified further that a week to two weeks later he was in the break room in building 3 and supervisor Parkko came in and handed him a paper and told him that if he had signed a card and no longer wanted the Union, he needed to sign the form and send it to the Union. Bailey testified he had never disclosed to Parkko that he had signed a card or asked him how to revoke the card. Bailey also testified that in late April he went to building 1 to get some gloves which were dispensed to employees by supervisor Rollins from that location as required. He met Rollins between buildings 1 and 2. He told Rollins that he was tired of doing both jobs of industrial helper and resin tech and remarked that, if the Union came in he would go back to doing just one job. Rollins told

him to watch what he said and to watch his back because they (management) knew what was going on in reference to the Union campaign.

On April 30, Bailey and supervisor Parkko were discussing the possibility of a strike and Parkko asked him if he would cross the picket line if the Union called for a strike. Bailey told Parkko he would not cross the picket line and that he would not “scab” (cross the picket line and work during a strike).

Current employee Benjamin Mercer testified concerning the Union campaign in April 2002. Mercer is a resin tech who works in the resin room in building 1. Mercer mixes various resin formulas used for a number of machines including the Kenworth line in building 3. He testified that in April 2002, he had a conversation with leadman Kevin Lyles who had just returned from a meeting of management. Lyles told him that the leadmen were instructed to go to the work areas and see and hear what was going on and to report it back to the management team. Lyles told him that the management said at the meeting that it could take away the employees’ benefits and wages and close the operation down and take it back to the Company’s home office in San Jose, California. Lyles told him that Vice President Roger Bass made this statement at the meeting. Shortly thereafter he saw leadman Tyrone Chapman in the resin room. Chapman also said that the leadmen and supervisors were told to go out into the work areas, to keep their eyes and ears open and to report back anything they heard about the Union. Chapman also told him that Vice President Bass had said that the operation would be closed down and taken back to San Jose, California. Mercer testified that he had several conversations with Lyles in the work area over the next couple of days during which Lyles repeated again the instructions given to the leadmen and supervisors to listen and report back anything they heard about the Union and the threat to close down the operation and take it back to San Jose, California, if the Union came in. Lyles and Chapman both denied having made these statements to Mercer. Vice President Roger Bass who remains an officer employed by the Company was not called to testify. I credit Mercer, a current employee whose testimony was straight forward and candid.

As set out above, in November 2001 as a result of his dissatisfaction with the quality of the resin and spills of the resin that had occurred when performed by a resin tech in building 2, Birmingham Operations Manager, Louis (Pete) Herndon, determined that it would be preferable for the mixing of the resin to be performed by someone who was familiar with the operation of the Kenworth line in building 3. He and supervisor Parkko met with Bailey and asked him to perform the resin mixing for the Kenworth line in addition to his regular job of industrial helper. Bailey agreed and was given 50 cents per hour raise as a result. The mixing was to take place in the resin mixing area in building 2 and to be transported in pressure pots to the Kenworth line in Building 3. The WO mixture is only one of over one hundred different mixtures performed by the resin techs for other operations. At that time in November 2001, the Kenworth line was only run once every week and only a limited number of blanks were produced. Bailey performed the resin mixing for the Kenworth line without incident and to the satisfaction of Herndon and Parkko. However the volume of the resin mixing duties gradually increased as a result of increased production of the blanks on the Kenworth line with a

correspondingly greater need for resin. Bailey became concerned about the increased workload that he would be unable to do both his industrial helper job, particularly on the Kenworth line and the resin mixing. However, Herndon and Parkko testified that Bailey had sufficient time to do both and that two persons watching the Kenworth line including Parkko and Guy who operated the line were sufficient for the safe operation of the Kenworth line. Bailey testified the mixing of resin takes about an hour to an hour and a half including mixing time and the preparation time for mixing the resin. Herndon testified the mixing of resin takes only a half hour to an hour. I credit Bailey.

Bailey testified that on April 30, 2002, a Tuesday, in anticipation of the next day May 1, a Wednesday being a run day for the Kenworth line he asked supervisor Parkko if he would take the resin sheet to building 2 to make sure that resin tech Terrance Keggins would get the resin sheet. Typically on the day before a run day Bailey would get the resin sheet from Parkko and take it to the Resin Room. The resin techs would make one batch on first shift, one on second shift and one on third shift so on run day there would be three batches already made. Parkko agreed. At that time Parkko and Bailey were discussing what would happen if the Union called a strike. Parkko asked Bailey if he would cross the picket line and come in and work if they called a strike. Prior to that he had never disclosed to Parkko what he would do if the Union called a strike and he had never told Parkko that he had signed a Union card. Bailey then told Parkko that he would not cross the picket line and wouldn't "scab" (work for the employer in the event of a strike). They discussed the Union all the way to the Resin Room during which time Parkko told him the Union only needed members because of plant closures. Bailey told Parkko that for every negative comment about the Union or positive comment about the Company, Parkko might make, he could make a positive or negative comment. Bailey told Parkko that he was concerned that Keggins would not make the resin and told Parkko that Keggins had failed to make the resin before and that when he (Bailey) came in, there was no resin. Parkko said he would hand the resin sheet to Keggins. Parkko did so and told Keggins to make one batch now and have the second and third shift make a batch so there would be three batches ready in the morning when Bailey came to set up for the Kenworth run. Bailey came in early the next day (May 1, 2002) between 3:30 and 4:00 a.m. His usual starting time was 7:30 a.m. but on run days he would come in at 5:30 to 6:30 a.m. to help set up for an hour and a half to two hours. When he arrived at building 3 on May 1st, he turned on the lights, the overhead vacuum system, the air system and the heaters in the die. He also turned on the gluer and started the pot heating up. All of these tasks took about a half hour to an hour. He then went to building 2 to get the resin and found there was no resin made. He then went back to finishing the set up. He did not start making resin because there was no resin sheet. He waited for Parkko to arrive and Parkko asked him to start mixing the resin. Parkko printed off another resin sheet so he could start mixing the resin and told him that he would speak to Keggins later to find out why the resin had not been made. Keggins arrived at 7:30 a.m. and Bailey asked him why he had not made the resin. Keggins who is black told Bailey who is white, "he wasn't helping no white mother fucker." Bailey then went back to Parkko and told him what Keggins had said. Parkko said he would go over and take care of it and Parkko and Bailey both went back to building 2. Keggins told Parkko he was not going to make the resin as he did not have to do so. Parkko then told Bailey to mix the resin

and Bailey told Parkko he would like to speak to Human Resources Manager Herschel Beahme and Vice President Roger Bass when they came in and Parkko told him he could do so. Bailey then commenced to mix the resin. He had to get the drums of resin down as they were stacked on a pallet of four. Keggins used a forklift and put a number of drums in front of the scale where Bailey was working on the formula for the resin and then took the keys to the forklift. Notwithstanding this obstacle Bailey was able to finish off the batch. He then got Parkko to show him what Keggins had done. A short time later Keggins came back with the forklift keys and Bailey was able to move the drums out of the way. He then met with Beahme and Bass and told them he “could” not do both jobs, the resin tech job and his industrial helper job and told them he was tired of being “cussed” and recounted to them what Keggins had said. They told him they would look into this and have a solution by the end of the day. Bailey mixed all of the resin required for the Kenworth Line that day. He completed the resin sheets that day and initialed the batches he had completed. He was not able to be present for much of the operation of the Kenworth Line as he spent most of the day mixing the resin. Later in the afternoon of May 1st, he saw a copy of an E-mail from Robert Rollins to Tracy Patigayon with a copy sent to Debra Hicks regarding “Resin for building 3”. It stated “Starting Tues. next week we’ll need to start making resin in building 1. The workload in building 2 and Kenworth is just too much for these guys’. Debra – on Monday can you please see to it that one pallet of asp 900 p is put into the rack outside of resin room 1 as well as 7 drums of Dow 441-400 resin.”

Bailey had a discussion with Parkko while he (Bailey) had a copy of the E-mail. Parkko told him they were calling in Benny Mercer early to mix the resin for the 7th which was the next day for which the Kenworth Line was scheduled to run. Bailey worked on May 7th, but was not asked to mix any resin that day and did not do so. Mercer mixed the resin for that day in the building 1 resin room. Bailey had a busy day on the 7th transporting pots from the resin room in building 1 to building 3 and assisting in the operation of the Kenworth Line. At the end of the run Parkko told Bailey he was taking him into Herndon’s office. Up until that time Parkko had not given Bailey any indication that there was any problem with his work. Nor had Parkko asked Bailey to do anything he could not do. Nor had Bailey indicated that there was any problem with his job.

Bailey testified he did not tell Beahme and Bass in his meeting with them on May 1st, that there were any duties he “would” not perform when directed. He told them he “could” not do both the resin tech and the industrial helper duties. He “could” not be in the resin room making resin all day and be in building 3 learning the industrial operator duties as he still had to learn how to run the machine and the CNC.

When Parkko called Bailey into Herndon’s office on May 7th, he was given a written warning and 3 day suspension on a two page document for “Insubordination, failure to comply with instructions and/or failure to perform job description”. The warning stated, “On 5/1/02, William confronted Roger Bass, and Hersch Beahme, and informed them that from today forward he was not going to mix resin, even if it meant being terminated.” Bailey was told to return on May 10th, which he did and at that time

was given a job description which stated that he was “2. Responsible for mixing all resins as directed and required.” This job specification was designed to replace an earlier addendum dated 11/16/01 to a prior memo from Herndon on 2/15/01. The addendum of 11/16/01, was signed by Bailey agreeing to it and specifically states “3. You must learn as soon as possible the resin mixing procedure for the CRTM unit and be fully versed in the proper procedures for accomplishing this requirement.” Bailey contended at the hearing that he was originally only to learn the resin mixing to assist in it but was not to do the bulk of the resin mixing, for which he was paid an additional 50 cents per hour. When Bailey returned from the suspension on the 10th, he was presented with the above described job specification and refused to sign it unless the resin mixing duty was deleted. He was sent home on that Friday, and told to return on the following Monday, May 13, to think it over for the weekend according to the testimony of Herndon. When he returned on May 13th, he was terminated for failure to do his job.

At a related unemployment compensation hearing concerning Bailey’s unemployment benefits, Hershel Beahme represented the Company at that hearing and also testified that he had not heard Bailey state that he “would” not perform the resin mixing job. Neither Beahme who is no longer employed by the Company nor Vice President Bass who remains employed by the Respondent were called to testify and Bailey’s testimony that he told them he “could” not do both jobs remains unrebutted by the only two other participants in that meeting. I also credit Bailey’s testimony that he did not tell Parkko that he “would” not mix the resin.

Analysis

I credit the testimony of Mercer and Bailey concerning the threats which were repeated by Respondent’s supervisors and leadmen of plant closure and loss of benefits and wages.

I credit Bailey’s testimony concerning the solicitation of Parkko to Bailey of his signing a withdrawal form to revoke his union authorization clause. I credit Bailey’s testimony that Parkko asked him whether he would cross a picket line and the threat of plant closure and firing of employees and the threat of the loss of the annual wage increase if the Union were successful in its organizational campaign. I find that each of these statements would have been found to be violative of Section 8(a)(1) of the Act, if they had not been deleted from the complaint. However, they establish the Respondent’s animus against the Union.

I find that the General Counsel has established a prima facie case of a violation of Section 8(a)(1) and (3) of the Act by the written warning, change in job description and suspension and discharge of Bailey because of his Union and concerted activities. Under *Wright Line*, a Division of *Wright Line, Inc.*, 251 NLRB 1083 (1980), *enfd.* 662 F.2d 899 (1st Cir. 1981), *cert denied* 455 U.S. 989 (1982), the General Counsel has the initial burden to establish that:

1. the employees engaged in protected concerted activities

2. the Respondent had knowledge or at least suspicion of the employees' protected activities
3. the employer took adverse action against the employees
4. a nexus or link between the protected concerted activities and the adverse action, underlying motive.

Once these four elements have been established, the burden shifts to the Respondent to prove, by a preponderance of the evidence that it took the adverse action for a legitimate non-discriminatory business reason.

I credit the testimony of Bailey that he signed a Union card and told Parkko that he would not cross a picket line to “scab” for the Company in the event of a strike. He clearly engaged in union concerted activities by the signing of the Union card and by speaking in favor of the Union to Parkko. I find his comments to Parkko and Rollins in support of the Union manifested to them his support for the Union and the knowledge of his Union sympathies gained by these supervisors is imputed to the Company. The Company's antiunion animus is evidenced by the conduct of its supervisors set out above. The Company took adverse actions against Bailey by its issuance of the warning, suspension, revised job description and discharge of Bailey while utilizing the comments by Bailey that he could not do both the resin job and the industrial helper job as a reason to support these actions. I credit Bailey that he did not refuse to do both jobs but rather told management that he “could” not do both jobs. I find the insistence by Herndon that Bailey sign a revised job specification was intended to intimidate Bailey after having wrongfully suspended him for his unrebutted candid comments to Bass and Beahme neither of whom were called to testify. Bailey was presented with a Hobson's choice by agreeing to sign the job description under duress which he did not believe he could perform or refusing to sign it in view of his suspension for unlawful reasons. *Opelika Welding*, 305 NLRB 561. I find that the actions taken against Bailey were in direct retaliation for Bailey's support of the Union and ignored the fact that the resin mixing task had been reassigned to Mercer which had eliminated the problem of Bailey's being overburdened as a result of the increase in the production of the Kenworth line and the resulting additional need for resin. I credit Mercer's unrebutted testimony at the hearing that he has since this incident performed the mixing of the resin for the Kenworth line. I thus find that the General Counsel has established a prima facie case that the adverse actions taken against Bailey were motivated by Respondent's antiunion animus. I find the Respondent has failed to rebut the prima facie case by the preponderance of the evidence as it has failed to establish that it would have taken these actions against Bailey in the absence of the unlawful motivation.

Conclusions of Law

1. The 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. The Respondent violated Section 8(a)(1) and (3) of the Act by the issuance of the written warning and the change in job description and the suspension and discharge of employee William Bailey.

4. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(2), (6) and (7) of the Act.

The Remedy

Having found the Respondent has engaged in the above violations of the Act, it shall be recommended that Respondent cease and desist therefrom and take certain affirmative actions designed to effectuate the purposes and policies of the Act and post the appropriate notices. It is recommended that Respondent offer immediate reinstatement to employee William Bailey who was unlawfully suspended and discharged. He shall be reinstated to his prior position or to a substantially equivalent one if his prior position no longer exists. He shall be made whole for all loss of backpay and benefits sustained by him as a result of Respondent's unfair labor practices. These amounts shall be computed in the manner prescribed in *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987) at the "short term Federal rate" for the underpayment of taxes as set out in the 1986 amendment to 26 U.S.C. Section 6621.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended²:

ORDER

The Respondent, Glasforms Inc., its officers, agents, successors and assigns shall:

1. Cease and desist from:

(a) Issuing written warnings and changing its employees' job descriptions and suspending and discharging its employees because of their support for the Union.

(b) Respondent shall not in any like or related manner interfere with, restrain or coerce its employees in the exercise of their rights under Section 7 of the Act.

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

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

(a) Within 14 days from the date of this Order, offer full reinstatement to William Bailey without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make William Bailey whole for any loss of earnings and benefits suffered as the result of the unlawful discrimination against him in the manner set forth in “The Remedy” section of this Decision.

(c) Within 14 days from the date of this Order, remove from its files all references to the change in job description and to the unlawful written warning and suspension and discharge of William Bailey and within 3 days notify him in writing that this has been done and that these unlawful actions will not be used against him in any way.

(d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post copies of the attached notice marked “Appendix³.” Copies of the notice, on forms provided by the Regional Director for Region 10, 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 March, 2002.

³ 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.**”

(f) 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 at Washington DC

Lawrence W. Cullen
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

**Posted by the 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 issue written warnings and change your job description and suspend or discharge you because of your engagement in union activities or your support for a union.

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

WE WILL offer employee William Bailey full and immediate reinstatement to his former job or if that job no longer exists, to a substantially equivalent position without prejudice to his seniority or other rights and privileges previously enjoyed.

WE WILL make employee William Bailey whole for wages and benefits lost as a result of our unlawful suspension and discharge of him, with interest.

WE WILL remove from our files all references to the unlawful written warnings, change in job description, suspension and discharge of William Bailey and will inform him in writing that we have done so and that we will not use the unlawful actions against him in any way.

GLASFORMS, 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.

233 Peachtree Street NE, Harris Tower, Suite 1000, Atlanta, GA 30303-1531
(404) 331-2896, Hours: 8 a.m. To 4:30 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, (404) 331-2877.