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

YANKEE SCREW PRODUCTS CO.

and Case 7BCAB46599

LOCAL 771, INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW), AFL-CIO

Donna Marie Nixon, Esq., for the General Counsel.
*Justin L. Smith, Esq.,*of Troy, MI, for the Respondent.

Decision

Statement of the Case

David L. Evans, Administrative Law Judge. This case under the National Labor Relations Act (the Act) was tried before me in Detroit, Michigan, on March 29, 2004. On September 8, 2003,[1] Local 771, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), AFL-CIO (the Union), filed the charge in Case 7BCAB46599 contending that Yankee Screw Products Co. (the Respondent) had violated certain unfair labor practice provisions of the Act. After administrative investigation of the charge, the General Counsel of the National Labor Relations Board (the Board) issued a complaint alleging that the Respondent had violated Section 8(a)(5) and (1) of the Act[2] by reclassifying 2 employees, and thereby reducing the pay and benefits of those employees, without bargaining with the Union as those employees= statutory collective-bargaining representative. The Respondent duly filed an answer to the complaint admitting that this matter is properly before the Board but denying the commission of any unfair labor practices.

Upon the testimony[3] and exhibits[4] entered at trial, and after consideration of the briefs that have been filed, I enter the following findings of fact and conclusions of law.

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[1] All subsequently mentioned dates are in 2003, unless otherwise indicated.
[2] Section 8(a)(5) of the Act provides that: AIt shall be an unfair labor practice for an employer ... to refuse to bargain collectively with the representatives of his employees . . . .≅
[3] Portions of the transcript have been electronically transferred. Some corrections to punctuation have been entered.
[4] Irregular capitalization in exhibits has been retained.

I. Jurisdiction and Labor Organization=s Status

As it admits, at all material times the Respondent, a corporation with an office and place of business in Madison Heights, Michigan, has been engaged in the business of manufacturing machine parts. During 2002, the Respondent, in the course and conduct of said business operations, sold and shipped from its Madison Heights facility goods valued in excess of $50,000 directly to purchasers located at points outside Michigan. Therefore, at all material times the Respondent has been an employer that is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. As the Respondent further admits, at all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

II. The Alleged Unfair Labor Practices

A. Facts

The Union represents a unit of the Respondent=s production and maintenance employees that includes secondary-operations employees and General Labor Pool employees. The secondary-operations employees possess and use advanced skills such as operating screw machines. General Labor Pool employees sometimes work in the same areas as secondary-operations employees, but they mostly perform jobs that require lesser skills. By contracts with the Union, all secondary-operations employees have received higher pay and greater fringe benefits than employees who are in the General Labor Pool.

Since 1981 when the Union was certified by the Board, the parties have negotiated successive collective-bargaining agreements including one that was effective from September 2, 1998, through August 31, 2003. That agreement states in relevant part:

> Article 11 B General Labor Pool
>
> I. The Company will maintain a General Labor Pool of seven (7) employees. These employees:
>
> A. shall receive single-person HMO health insurance coverage effective the first day of the month following four (4) months of service;
>
> B. do not receive any other Company-paid contractual fringe benefits, and
>
> C. are not eligible to bid into non-general labor vacancies nor displace nor bump non-general labor pool positions.
>
> II. If additional General Labor Pool employees (over and above seven active full-time employees) are required as dictated by business needs, then, based upon seniority, an equivalent number of general labor employees, starting with the most senior employee, will be given the opportunity to be elevated to the Secondary department.
>
> III. Notwithstanding Article 11 (I)(C) above, the Company may, in the event that there are no eligible bidders for a job, transfer a General Labor employee, without regard to seniority.
>
> IV. Any and all transfers out of the General Labor department will be handled accordingly:
>
> A. Seniority for that person transferring from the General Labor classification shall be the lesser of his seniority to date or the seniority of the lowest seniority person in the transferee=s new department, and:
>
> B. [Lists fringe benefits and when each will be effective for an employee who has been transferred out of the General Labor Pool.]
>
> V. If an individual[] who was originally transferred under provisions of Article 11 (II or III)[] later returns to the General Labor classification, for any reason, that individual shall only retain the single-person HMO health insurance coverage. All other benefits shall cease as of the date of the transfer back to the General Labor classification or the end of the month of transfer if the benefit is a monthly benefit, i.e., Company-paid life insurance.

In early 2003, the parties negotiated a successor agreement which was effective on July 1 and which expires on August 31, 2008. Article 11 was not discussed during the 2003 negotiations and, along with several other articles, it continued unchanged in the successor contract. Also unchanged in the 2003

contract was Article 22 of the 1998 agreement, AComplete Agreement.≅ That section provides:

> This Agreement supercedes and cancels all previous agreements, verbal or written, or based on alleged plant practices, between the Company and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

(Because only repeated terms are in issue in this case, I shall jointly refer to the 1998 contract and the 2003 contract as Athe contract.≅)

The parties stipulated that the Respondent hired Dang Tran as a General Labor Pool employee on June 9, 1997. On June 12, 1999, pursuant to article 11, section 2, of the contract, when the complement of the General Labor Pool rose above 7, the Respondent reclassified Tran as a secondary-operations employee. As a secondary-operations employee, Tran received a pay rate of $9.70 per hour, family health insurance, holiday and vacation pay, life insurance and disability insurance. On September 3, the Respondent reclassified Tran as a General Labor Pool employee. As a General Labor Pool employee, Tran thereafter received a wage of $9.53 per hour, only individual health insurance and no vacation or holiday pay, life insurance or disability insurance. The parties further stipulated that the Respondent hired Claudia Crowder as a General Labor Pool employee on December 16, 1996. On June 14, 1999, pursuant to article 11, section 2, of the contract, when the complement of the General Labor Pool rose above 7, the Respondent reclassified Crowder as a secondary-operations employee. As a secondary-operations employee, Crowder received a pay rate of $9.70 per hour, family health insurance, holiday and vacation pay, life insurance and disability insurance. On September 3, the Respondent also reclassified Crowder as a General Labor Pool employee. As a General Labor Pool employee, Crowder also has received a wage of $9.53 per hour, only individual health insurance and no vacation or holiday pay, life insurance or disability insurance.

Since 2002, employee Dan Walford has been the Union=s chairperson for the unit employees. As such, Walford processes employee grievances and he participated in the 2003 negotiations. When called by the General Counsel, Walford testified that on September 3, Gerald Riddle, the Respondent=s plant superintendent, handed him forms that recited that, as of that date, Crowder and Tran were being reclassified as General Labor Pool employees at a rate of $9.53. Walford credibly testified that this was the first notice that the Union received from the Respondent that such reclassifications were being contemplated. The Union filed grievances over the reclassifications of Crowder and Tran, but it could not take the matter to arbitration because the contract allows only one arbitration per year, and the Union had already taken another case to arbitration in 2003.

When called by the Respondent, Michael Yankee, the Respondent=s vice president and general manager, testified that, during the 1998 negotiations, section 2 of article 11 was included at the Union=s request. Yankee was then asked and he testified:

> Q. Was there any discussion at that time, if there were less than seven employees in the General Labor Pool, what would happen in that case?
> A. Then they would go back to the General Labor Pool, if there were less than seven.

Later Yankee was asked and he testified:

> Q. Now, did the Company make any kind of concession to obtain the Union=s agreement to the language of article 11, subsection 5?
> A. Yeah, the Company wanted to put subsection 5 in, so if there was any reason to go below -- that went below seven, we could bring the people back down to General Labor.

Still later on direct examination, Yankee was again directed to article 11, section 5, and he was asked:

> Q. Do you recall whether or not there was any limitation in that article and subsection relative to the Company=s ability to move employees back down if they were moved back up?
>
> A. Yeah, that was the idea behind the -- put that in the contract so if we came below that level, that they would have to go back to below the group -- they would have to go back down into the seven.

Although Yankee testified that the Respondent and the Union agreed in 1998 that former General Labor Pool employees would be required to return to the Pool if its complement went below 7, he acknowledged that, from at least April 25, 2000, through September 3, 2003, the employee complement of the General Labor Pool was below 7,[5] without any changes being made in the status of Crowder or Tran.

The Respondent=s president, Sekhar Chinasigari, described the failure of the Respondent to reclassify Crowder and Tran as soon as the number of the General Labor Pool employees dropped below 7 as an Aoversight.≅ Chinasigari testified that he did not notice the oversight until, at some point in August 2003, the Respondent contracted out its payroll function. Chinasigari further testified that the Respondent=s plant manager, Gerald Riddle, Anotified the Union a week prior to the actual effective date≅ about the reclassifications of Tran and Crowder, but on cross-examination Chinasigari acknowledged that he was not present when Riddle was supposed to have done so. The Respondent did not call Riddle to testify.

B. Analysis and Conclusions

The duty Ato bargain collectively≅ that is enjoined by Section 8(a)(5) is defined by Section 8(d) of the Act as the duty to Ameet ... and confer in good faith with respect to wages, hours, and other terms and conditions of employment.≅ Unilateral action is the antithesis of Section 8(d) responsibilities. As clearly stated by the Supreme Court, in *NLRB v. Benne Katz, et al.*, 369 U.S. 736 at 747 (1962):

> Unilateral action by an employer without prior discussion with the union does amount to a refusal to negotiate about the affected conditions of employment under negotiation, and must of necessity obstruct bargaining, contrary to the congressional policy. It will often disclose an unwillingness to agree with the union. It will rarely be justified by any reason of substance. It follows that the Board may hold such unilateral action to be an unfair labor practice in violation of ∋8(a)(5), without also finding the employer guilty of over-all subjective bad faith.

Of course, a union may waive its right to object to an employer=s unilateral action, but in *Metropolitan Edison Co. v. NLRB*, 460 U.S. 698, 708 (1983), the Court stated that Awe will not infer from a general contractual provision that the parties intended to waive a statutorily protected right unless the undertaking is >explicitly stated.= More succinctly, the waiver must be clear and unmistakable.≅ For a union to waive its right to bargain over a term or condition of employment not contained in the collective-bargaining agreement, the matter Amust have been fully discussed and consciously explored during negotiations and the union must have consciously yielded or clearly and unmistakably waived its interest in the matter.≅ *Rockwell International Corp.*, 260 NLRB 1346, 1347 (1982). That is, a waiver of a union=s bargaining rights may be found in clear and unmistakable contract language or in clear and unmistakable conduct at the bargaining table.

[5] See R. Ex. 7.

The complaint alleges that the Respondent did not notify and bargain with the Union before it unilaterally demoted Crowder and Tran to the General Labor Pool on September 3, thereby reducing those employees= pay and other benefits that those employees had previously enjoyed. The Respondent first contends that it did, in fact, notify the Union and give it a reasonable opportunity to bargain before it made the changes to the classifications of Crowder and Tran. As noted above, however, I found to be credible Walford=s testimony that the Respondent did not notify the Union of its September 3 action until that very date, when Riddle passed 2 personnel forms to Walford. But, even if I accepted Chinasigari=s hearsay testimony about some notice that Riddle supposedly gave to Walford,[6] the Respondent has still not shown that the Union was given more than notice of a fait accompli, with no meaningful opportunity to bargain about the matter.[7]

The Respondent further contends that, even if it did not adequately notify the Union prior to its action, there is no violation of Section 8(a)(5) because it had no duty to notify and bargain with the Union about the September 3 changes. The Respondent contends that the Union clearly and unmistakably waived its right to bargain over the September 3 changes through contract language and through its conduct during the 1998 negotiations.

As its argument that the Union waived its rights by contract language, the Respondent states on brief: ASection [5 of article 11] allowed the Respondent to unilaterally reduce Tran=s and Crowder=s compensation when the [General Labor Pool=s] population dipped back below the cap of seven persons.≅[8] The Respondent does not, however, indicate upon what language in section 5 it bases this conclusion. In fact, the Respondent=s brief never quotes the contract. Instead of quoting any language of the contract that might even arguably support its conclusion, the Respondent=s brief merely refers transcript pages that bear the interpretations of 2 of the supervisors who committed the unilateral actions that are at issue, Yankee and Chinasigari. In essence, the Respondent rests its contention that the contract gives it the express right to unilaterally return employees to the General Labor Pool on nothing more than the fact that Chinasigari and Yankee testified that it did. Such a technique of Aanalysis≅ was summarily rejected in *Arvinmeritor, Inc.*, 340 NLRB No. 124 (2003), where the Board adopted the administrative law judge=s decision that stated (at his footnote 9): AThat interpretation, on which the Respondent relies on brief, was entirely self-serving and, at any rate, hardly has the force of law.≅

As fully quoted above, of course, there is no language in section 5 that would give the Respondent the right to unilaterally demote employees to the General Labor Pool. Certainly there is no such Aexplicitly stated≅ right.[9] Section 5 does state that a former General Labor Pool employee will lose nearly all fringe benefits A[i]f≅ he or she returns to the General Labor Pool Afor any reason,≅ but section 5 does not say that the Respondent may return employees to the General Labor Pool Afor any reason,≅ as the Respondent seemingly contends.[10] Specifically, the contract does not state (explicitly or otherwise) that, when the General Labor Pool=s complement is reduced to less than 7 employees, the Respondent may unilaterally return former Pool employees to it. Moreover, the statutory imperatives of Section 8(a)(5) and Section 8(d) are necessarily engrafted upon the collective-bargaining agreement; the benefits that are listed by section 5 are to be reduced if an employee is *lawfully* returned to the General Labor Pool. That ineluctable proposition brings the issue full circleXWere the unilateral returns of Crowder and Tran to the General Labor Pool lawful; and, if so, under what theory? The Respondent=s contract-

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[6] As well as separately finding Walford credible on the point, I draw an adverse inference against the Respondent for its failure to call Riddle, an admitted supervisor, as its witness. See *Property Resources Corp.*, 285 NLRB 1105, 1105 fn. 2 (1987), enfd. 863 F.2d 964 (D.C. Cir. 1988), where the Board explained that: AAn adverse inference is properly drawn regarding any matter about which a witness is likely to have knowledge if a party fails to call that witness to support its position and the witness may reasonably be assumed to be favorably disposed to the party.≅

[7] *Pontiac Osteopathic Hospital*, 336 NLRB No. 101 (2001).

[8] Brief, p. 13.

[9] *Metropolitan Edison*, supra.

[10] Counsel explicitly made this argument at trial, but not on brief. Again, the Respondent does not quote any part of the contract, and it is impossible to tell what rationale the Respondent is using to support its conclusion, other than that Chinasigari and Yankee said so. (The transcript, p. 14, L. 18, is corrected to change AMs. Nixon≅ to AMr. Smith.≅)

language theory is simply not supported by the language of the contract. Employers often secure in negotiations the Aexplicitly stated≅ management right to demote employees for economic or other legitimate needs; the Respondent, however, is not such an employer. The contract contains an extensive management rights clause, but the authority to demote employees (from secondary-operations to the General Labor Pool, or from any other job to any other job) is not one of the rights that is listed. Nor is such a right stated elsewhere in the contract, explicitly or otherwise.

Its theory of waiver by contract language having failed, the Respondent next resorts to the theory that the Union waived its right to object to the 2003 unilateral action by its conduct during the 1998 negotiations. The Respondent argues on brief: AThe record in this case establishes that when the Union signed the 1998 and 2003 [collective-bargaining agreements], which contained the enabling language of Article 11, Section V, it made a conscious concession or waiver on the point here involved.≅[11] As support for this argument, the Respondent cites Yankee=s testimony that the parties orally agreed during the 1998 negotiations that, if the number of employees in the General Labor Pool fell to less than 7, A[t]hen they would go back to the General Labor Pool.≅ The Respondent=s contention in this regard, however, simply ignores article 22 of the contract which plainly states: AThis Agreement supercedes and cancels all previous agreements, verbal or written.≅ That is, if there had been such an oral (or Averbal≅) agreement, it was superceded and canceled upon the contracts= being signed.

Moreover, I do not credit Yankee=s testimony that during the 1998 negotiations the parties agreed that the Respondent could unilaterally return employees to the General Labor Pool if fewer than 7 employees remained in the Pool. I fully appreciate that no Union witness was called by the General Counsel to rebut Yankee=s testimony about the 1998 negotiations. However, as stated by the Board in *Operative Plasterers Local 394 (Burnham Bros.)*, 207 NLRB 147 (1973): AA trier of fact need not accept uncontradicted testimony as true if it contains improbabilities or if there are [other] reasonable grounds for concluding that it is false.≅ Yankee=s testimony decidedly contains reasonable grounds for concluding that it was false. Aside from having an unfavorable demeanor, Yankee vacillated on a most critical part of his testimony. Yankee first testified that the 1998 oral agreement was that employees A*would* go back,≅ to the General Labor Pool; then Yankee testified that the oral agreement was that Awe *could* bring the people back down to General Labor≅; then Yankee testified that the 1998 oral agreement was that Aif we came below that level, that they *would have to* go back to below the group -- they *would have to* go back down into the seven≅ in the General Labor Pool. That is, Yankee had difficulty making up his mind whether the parties had agreed that, if the complement of the General Labor Pool fell to less than 7 employees, the former Pool employees who were then in other classifications automatically *would* be sent back to the General Labor Pool, or that the parties agreed in 1998 only that the Respondent *could* send them back. Yankee ultimately settled on Awould,≅ but this is a position that even the Respondent does adopt.[12] Moreover, if during the 1998 negotiations the Respondent had sought and secured the unilateral right to demote employees who had come from the General Labor Pool, as Yankee testified, it is simply too much to believe that Tran and Crowder would have been allowed, as they were, to remain as secondary-operations employees from April 25, 2000, until September 3, 2003, an extensive period during which fewer than 7 employees remained in the General Labor Pool.[13] Finally, if during the 1998 negotiations the Union and the Respondent had orally agreed that the Respondent could return employees to the General Labor Pool without bargaining, the Respondent assuredly would have insisted that such an agreement be reduced to writing and signed.[14]

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[11] Brief, p. 13.

[12] The Respondent states on brief, p. 7: AMr. Yankee=s unrebutted testimony was that[,] in the 1998 negotiations, the parties discussed and agreed that an employee who was being compensated at the Secondary compensation level *could* be brought back down to [General Labor Pool] compensation if the [Pool] had less than seven (7) employees in it.≅ [Emphasis supplied.]

[13] Therefore, Yankee=s testimony that Tran and Crowder were allowed to remain as secondary-operations employees through Aoversight≅ is also not to be credited.

[14] If the Union had orally agreed to such a provision, it would have been required, upon request, to sign a contract that included it. See *H. J. Heinz Co.* v. NLRB, 311 U.S. 514 (1941) (an employer violates Section 8(a)(5) if it refuses to sign a contract incorporating agreed-upon terms) and *National Maritime Union of America, etc. (The Texas Company)*, 78 NLRB 971, 980 (1948) (duties imposed on employers under Section 8(a)(5) are correspondingly imposed on unions under Section 8(b)(3) of

I therefore find and conclude that the Respondent, on or about September 3, 2003, unilaterally reclassified employees Tran and Crowder as General Labor Pool employees in violation of Section 8(a)(5).

The remedy

Having found that the Respondent changed the classifications, pay rates and benefits of employees Dang Tran and Claudia Crowder without timely notice to the Union and without affording the Union an opportunity to bargain in respect to such changes, the Respondent shall be required to cease and desist from such conduct. The Respondent shall also be ordered to rescind its unilateral changes and to make Tran and Crowder whole for any losses caused by its unlawful unilateral actions in accordance with the Board=s decision in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971). The Respondent shall further be ordered to post the appropriate notice to employees.

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the Act).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

The Respondent, Yankee Screw Products Co., of Madison Heights, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Changing the job classifications, pay rates or benefits of Dang Tran, Claudia Crowder or any other employee who is represented by the Union, without timely notice to the Union and without affording the Union an opportunity to bargain with the Respondent in respect to such changes.

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

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

(a) In the manner set forth in the remedy section of this decision, rescind its October 3, 2003, unilateral changes in the job classifications, pay rates and benefits of Tran and Crowder and make those employees whole for any loss of earnings or other benefits suffered by them as a result of such changes.

(b) Within 14 days from the date of this Order, remove from its files any reference to the unilateral changes in the job classifications, pay rates and benefits of Tran and Crowder and within 3 days thereafter notify those employees in writing that this has been done and that the Respondent=s unlawful actions will not be used against them in any way.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

[15] 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.

(d) Within 14 days after service by the Region, post at its facility in Madison Heights, Michigan, copies of the attached notice marked AAppendix.≅[16] 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 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 since September 3, 2003.

(e) Within 14 days after the service by the Region, file with the Regional Director for Region 7, a sworn affidavit 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.

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David L. Evans
Administrative Law Judge

[16] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading APOSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD≅ shall read APOSTED 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 change your job classification, or change your rate of pay or other benefits, without prior notice to and bargaining with Local 771, International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), AFL-CIO.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Federal Law.

WE WILL rescind our unilateral changes to the job classifications, pay rates and other benefits of Dang Tran and Claudia Crowder, and WE WILL make those employees whole, with interest, for any loss of earnings or other benefits suffered by them as a result of our unlawful changes.

WE WILL, within 14 days from the date of the Board=s Order, remove from our files any reference to our unlawful unilateral changes to the job classifications, pay rates and other benefits of Dang Tran and Claudia Crowder, and WE WILL, within 3 days thereafter, notify those employees in writing that this has been done and that the changes will not be used against them in any way.

YANKEE SCREW PRODUCTS CO.

Date _____ 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 of the Board=s Regional Office set forth below. You may also obtain information from the Board=s website: www.nlrb.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.