In the Matter of GREDE FOUNDRIES, INC., IRON MOUNTAIN DIVISION *and* INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW-CIO

Case No. 18-CA-40.—Decided April 27, 1949

DECISION

AND

ORDER

On February 23, 1949, Trial Examiner Eugene E. Dixon issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto.[1] Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this proceeding to a three-member panel [Houston, Reynolds, and Murdock].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and brief filed by the Respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.[2]

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[1] Section 8 (1) and (5) of the National Labor Relations Act, which the Trial Examiner found was violated, is continued in Section 8 (a) (1) and (a) (5) of the Act as amended by the Labor Management Relations Act, 1947.

[2] The Respondent in its brief renewed, in substance, its objections to this proceeding which were made at the hearing before the Trial Examiner. It further alleged that it had been denied a fair and impartial hearing, because the Trial Examiner had not permitted it to adduce testimony in support of its contentions that (1) the Board's certification of May 20, 1948, was not valid; (2) that the Union had lost its majority at the time that the Respondent refused to bargain; and (3) that its unfair labor practices did not tend adversely to affect interstate commerce.

We are of the opinion that the Trial Examiner's rulings were correct. The issues with respect to the validity of the Board's certification and the alleged loss of majority were advanced at the hearing in the representation proceeding and decided by the Board in the Decision and Direction dated April 8, 1948, and the Supplemental Decision and Certification of Representatives dated May 20, 1948. It was neither necessary nor proper for the Trial Examiner to permit the relitigation of these issues. *N. L. R. B.* v. *Worcester Woolen Mills Corporation,* 170 F. (2d) 13, certiorari denied 336 U. S. 903. See also *Matter of S. W. Evans & Son,* 81 N. L. R. B. 161.

We also find without merit the Respondent's contention that it should have been permitted to show that its action in refusing to bargain, found herein to be an unfair labor practice, did not tend to affect interstate commerce. Such evidence has long been held to be im-

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Grede Foundries, Inc., Iron Mountain Division, and its officers, agents successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, as the exclusive representative of all production and maintenance employees of Respondent at its Iron Mountain Division plant, Kingsford, Michigan, including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees and supervisors and;

(b) Interfering in any other manner with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, to bargain collectively on behalf of employees in the aforesaid bargaining unit.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, as the exclusive bargaining representative of all employees in the aforesaid bargaining unit, with respect to wages, rates of pay, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its Iron Mountain Division plant, Kingsford, Michigan, copies of the notice attached hereto, marked "Appendix A."[3]

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material in a proceeding under the Act See *Matter of Phoenix Mutual Life Insurance Company,* 73 N. L. R. B. 1463, 1471, and the cases cited therein (167 F. (2d) 983 enforcing, 335 U. S. 845 certiorari denied). The Respondent also urges that Paragraph 1 (b) of the recommended order and the provision of Paragraph 2 (a), regarding the signing of a contract if agreement is reached, are not justified under the facts of this case and that the order, therefore, is too broad. We do not agree. The Supreme Court has held that the Board has broad power to determine the necessary scope of cease and desist orders. *May Department Stores Company* v. *N. L. R. B.,* 326 U. S. 376, and *N. L. R B.* v. *Express Publishing Company,* 312 U S 426. In the cases cited the Supreme Court modified the Board's order as being too broad with respect to anticipated violations of other sections of the Act, but approved provisions with regard to bargaining, which were substantially the same as those contained in the recommended order to which the Respondent objects. See also *H. J. Heinz Company* v. *N. L R. B.,* 311 U. S. 514 The requirements of paragraph 1 (b) and the disputed provision of paragraph 2 (a) of the recommended order are essential to the insurance of good faith bargaining and, as such, are within the purview of the Board's duties to effectuate the policies of the Act.

[3] In the event that this Order is enforced by decree of a United States Court of Appeals there shall be inserted before the words: "A DECISION AND ORDER" the words: "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

Copies of said notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material; and

(c) Notify the Regional Director for the Eighteenth Region in writing within ten (10) days from the receipt of this Order what steps the Respondent has taken to comply herewith.

APPENDIX A

Notice to All Employees

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will bargain collectively upon request with the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The appropriate unit is:

All production and maintenance employees at our Iron Mountain Division plant, including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees and supervisors.

We will not in any manner interfere with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, UAW-CIO, to bargain collectively with us as the exclusive representative of the employees in the appropriate unit described above.

Grede Foundries, Inc., Iron Mountain Division,

Employer.

Dated_____ By _____

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

Mr. Clarence A. Meter, for the General Counsel.
Mr. O. S. Hoebreckx, of Milwaukee, Wis., for the Respondent.
Mr. Ora Fox, of Muskegon, Mich., for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed on June 7, 1948, by International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW–CIO), the General Counsel of the National Labor Relations Board[1] by the Regional Director for the Eighteenth Region (Minneapolis, Minnesota), issued a complaint dated December 7, 1948, against Grede Foundries, Inc., Iron Mountain Division, Kingsford, Michigan, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, as amended (June 23, 1947, Public Law 101, 80th Congress, Chapter 120, 1st Session), herein called the Act. Copies of the charge, complaint and notice of hearing were duly served upon the Respondent and the Union.

With respect to the unfair labor practices the complaint alleged in substance that the Respondent on or about June 1, 1948, and thereafter, refused to bargain collectively with the Union as the exclusive bargaining representative of the Respondent's employees within an appropriate unit although a majority of the employees in such unit had designated the Union as their representative for the purposes of collective bargaining in an election conducted under the supervision of the Board on June 24, 1947. The complaint alleged that by the foregoing conduct the Respondent engaged in unfair labor practices within the meaning of Section 8 (a) (1) and (5) of the Act.

In its answer Respondent admitted that the Board had certified the Union as bargaining agent, admitted that a request was made by the Union for bargaining and that the request was refused, but denied the appropriateness of the unit found appropriate by the Board and denied that it did engage or was engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (5) of the Act. In addition Respondent set forth in its answer various affirmative defenses to be discussed later.

Pursuant to notice a hearing was held on December 20, 1948, at Iron Mountain, Michigan, before Eugene E. Dixon, the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel and the Respondent were represented by counsel and the Union by an official representative. Full opportunity to be heard, to examine and cross-examine witnesses and to introduced evidence bearing on the issues was afforded all parties.

At the hearing Respondent offered evidence as to the employment turnover between June 14, 1947, and June 1, 1948. This was rejected.[2] Also rejected was

[1] The General Counsel and his representative at the hearing are herein referred to as the General Counsel, and the National Labor Relations Board is referred to as the Board.

[2] Cf *Matter of National Plastic Products Company*, 78 N. L. R. B. 699 and cases cited therein.

an offer of production figures for the month of June 1948 and for the 4 weeks immediately prior to the hearing for the purpose of showing that the free flow of goods and commerce was not interfered with by lack of bargaining with the Union.[3]

At the close of the General Counsel's case-in-chief, the Respondent moved to dismiss the complaint on the ground that there was no evidence that on June 1, 1948, the Union represented a majority of Respondent's employees in an appropriate unit. The motion was denied. At the end of the hearing Respondent renewed this motion for the reason stated above and for the same reason moved that various allegations of the complaint be dismissed. Rulings thereon were reserved. In addition, Respondent formally renewed all motions previously made in connection with the representation hearing and election. Rulings thereon were reserved. The foregoing motions are hereby denied for the reasons hereinafter set forth.

At the conclusion of the hearing all parties waived the opportunity to present oral argument. Leave was granted to file briefs and recommended findings of fact and conclusions of law. A brief has been received from the General Counsel, but none from the Respondent.

Upon the entire record in the case, and from his observation of the witnesses, the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

Grede Foundries, Inc., Iron Mountain Division, is a Wisconsin corporation with its principal office and place of business at Milwaukee, Wisconsin. It operates a plant for the manufacture and sale of grey iron castings at Kingsford, Michigan. It is the only one of Respondent's plants with which we are concerned and is referred to herein as the plant.

In the course and conduct of its business and in the operation of the plant Respondent has continuously caused large quantities of raw materials to be purchased and transported to the plant from States outside the State of Michigan, and has continuously caused large quantities of finished products manufactured at the plant to be sold and transported through and into States other than the State of Michigan.

During the first 10 months of 1948 Respondent made purchases of raw materials valued in excess of $200,000 of which more than 90 percent represented purchases and shipments to the plant from points outside the State of Michigan. During the same period Respondent made sales of manufactured products valued in excess of $200,000 of which more than 90 percent represented sales and shipments from the plant to points outside the State of Michigan.

The Respondent admits and the undersigned finds that the Respondent is engaged in commerce within the meaning of the Act.

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[3] See *N. L. R. B.* v. *American Potash & Chemical Corp.*, 98 F. (2d) 488, 495. Cert. denied, 306 U. S. 643.

II. THE ORGANIZATION INVOLVED

International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW–CIO) is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *The refusal to bargain*

1. The representation proceeding; Respondent's contentions

On May 9, 1947, a petition was filed with the Board by the Union for certification of representatives. On June 24, 1947, pursuant to this petition, a pre-hearing election by secret ballot was conducted by the Board at Respondent's plant among Respondent's employees in a unit alleged to be appropriate for the purposes of collective bargaining. The petitioning union was the only organization claiming to represent the employees. Of approximately 77 eligible voters, 72 voted casting 35 ballots for representation by the Union, 33 ballots against representation by the Union, and 4 ballots which were challenged.

On July 9, 1947, a hearing in connection with the election was held. On April 8, 1948, the Board issued its Decision and Direction[4] wherein it found as an appropriate unit for collective bargaining within the meaning of Section 9 (b) of the Act all production and maintenance employees at the Respondent's Iron Mountain Division plant, including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees and supervisors. The Board also directed the counting of three of the four challenged ballots.

The Respondent and the Union participated in the representation hearing and were given the opportunity to present evidence, examine and cross-examine witnesses, present oral argument and file briefs. Both on the record at the hearing and by means of a written brief and written motions, Respondent objected to the conduct of the election and certification of the Union as the bargaining representative of Respondent's employees for reasons substantially as follows:

1. The pre-hearing election was improper because of the existence of substantial issues between the parties particularly as to the appropriate bargaining unit.
2. The Regional Director lacked the necessary authority to decide the unit issue.
3. There was collusion between the Board's personnel and the Union.
4. There was no evidence before the election as to a substantial showing of interest on the part of the Union.
5. The pre-hearing election violated Section 9 (c) (1) of the Act.
6. Due to the lapse of time from the election, the certification did not reflect the desires of the employees because of a 25 percent turnover of employment since the election.
7. The Respondent was not represented at the election by an authorized observer and was given no opportunity to examine the ballots cast.
8. The election ballots were improperly tallied.
9. An organization other than the petitioning union appeared on the official ballot.
10. The challenged ballot of Lee St. Arnauld should not have been counted.

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[4] *Matter of Grede Foundries, Inc., Iron Mountain Division,* 76 N. L. R. B. 1246.

The Board considered the foregoing contentions and found them to be without merit. Accordingly, on May 20, 1948, the Board issued its Supplemental Decision and Certification certifying the Union as the bargaining representative of Respondent's employees in the above-described unit.

B. *Refusal to bargain and conclusions*

On May 26, 1948, the Union, by letter, requested the Respondent to enter into bargaining negotiations. By letter dated June 1, 1948, Respondent denied the Union's request and declined to enter into bargaining negotiations stating as its reason that it could not "accept the National Labor Relations Board's Certification dated May 20, 1948 as evidence that the UAW-CIO represents a majority of our employees."[5] Thereafter the Union filed its charge against Respondent which resulted in the issuance of the complaint by the General Counsel alleging the refusal to bargain on the part of the Respondent and by reason thereof the violation by Respondent of Section 8 (a) (1) and (5) of the Act.

With the exception of respondent's attempt to introduce evidence as to employment turnover and the effect of its refusal to bargain on commerce there was no attempt by Respondent to offer any proof as to the allegations in its answer in the complaint proceeding. Accordingly Respondent's entire case is based on the record made in the representation proceeding. Since Respondent's contentions and arguments in that proceeding have been fully considered and disposed of by the Board the undersigned is bound by the Board rulings therein.

One possible argument made in the instant hearing may present a new aspect, namely that the lapse of time between the election and the certification makes the certification invalid. Essentially the same argument was made to the Board in Respondent's motion to dismiss dated March 17, 1948.[6] The Board, in its Decision and Direction of April 8, 1948, disposed of the contention as being without merit and directed the counting of the three challenged ballots. Since the Board can be assumed to have been cognizant of the fact that additional time would be consumed before the revised Tally of Ballots could be ascertained and a Supplemental Decision and Certification issued,[7] it appears that the Board's original ruling disposes of Respondent's present contention, otherwise the Board would not have made the ruling it did at that time.

In view of the foregoing, the undersigned finds (1) that at all times material herein all production and maintenance employees at Respondent's Iron Mountain Division plant, including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees and supervisors, have constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act; (2) that on and at all times after May 20, 1948, the Union was the duly designated bargaining representative of a majority of the employees in the aforesaid bargaining unit and that, pursuant to Section 9 (a) of the Act, the Union was on May 20, 1948, and at all times thereafter has been and now is the exclusive representative of all employees in the aforesaid unit for the purposes of collec-

[5] The request by the Union that Respondent enter into bargaining negotiations and Respondent's refusal to do so are admitted by Respondent's answer.

[6] In the Board's Decision and Direction of April 8, 1948, 76 N. L. R. B. 1246, the date of Respondent's motion is given as March 19, 1948, but the document itself as revealed by the file is dated March 17, 1948.

[7] Nine months had elapsed from the election to the time Respondent first raised this question. Approximately 2 months more passed before the Board issued its Supplemental Decision and Certification.

tive bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; (3) that on or about June 1, 1948, and at all times thereafter, Respondent refused to recognize or bargain with the Union as the duly designated representative of its employees in an appropriate unit in violation of Section 8 (a) (1) and (5) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

It is found that the activities of the Respondent set forth in Section III, above, occurring in connection with the operations of the Respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Since it has been found that the Respondent has engaged in unfair labor practices, it will be recommended that the Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. It having been found that the Respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit, it will be recommended that the Respondent upon request bargain collectively with the Union.

Upon the basis of the above findings of fact and upon the entire record in the case, the undersigned makes the following:

Conclusions of Law

1. International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) is a labor organization within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees of Respondent at its Kingsford, Michigan, plant including the pattern storage clerk and the shipping clerk but excluding office clerical employees, watchmen, professional employees, and supervisors have constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. On or about May 20, 1948, and at all times thereafter International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) has been the exclusive representative of all employees in the above unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on June 1, 1948, and at all times thereafter, to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) as the exclusive representative of all its employees in the aforesaid appropriate unit, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.

5. By said acts, the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law and upon the entire record in the case, the undersigned recommends that the Respondent, Grede Foundries, Inc., Iron Mountain Division, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) as the exclusive representative of all production and maintenance employees of Respondent at its Kingsford, Michigan, plant including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees, and supervisors, and;

(b) Engaging in any other acts in any manner interfering with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), to negotiate for or represent the employees in the aforesaid unit as exclusive bargaining agent.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO), as the exclusive bargaining representative of all the employees in the bargaining unit described herein, with respect to wages, rates of pay, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post in conspicuous places at its plant in Kingsford, Michigan, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Eighteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for a period of sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material; and

(c) Notify the Regional Director for the Eighteenth Region in writing within twenty (20) days from the receipt of this Intermediate Report and Recommended Order what steps the Respondent has taken to comply herewith.

It is further recommended that, unless on or before twenty (20) days from the receipt of this Intermediate Report and Recommended Order the Respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Respondent to take the action aforesaid.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board—Series 5, as amended August 18, 1948, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report and Recommended Order or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of

a brief in support of the Intermediate Report and Recommended Order. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 23rd day of February 1949.

EUGENE E. DIXON,
Trial Examiner.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT engage in any acts in any manner interfering with the efforts of International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW–CIO), to negotiate for or represent the employees in the bargaining unit described below.

WE WILL BARGAIN collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, hours of employment, or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees at the Employer's Iron Mountain Division plant, including the pattern storage clerk and the shipping clerk, but excluding office clerical employees, watchmen, professional employees and supervisors.

GREDE FOUNDRIES, INC.
IRON MOUNTAIN DIVISION,
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.