

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**DRAWN METAL PRODUCTS DIVISION
CO.**

and

CASE 13-CA-45479

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA ON ITS OWN
BEHALF AND ON BEHALF OF UAW
LOCAL UNION NO. 6, AMALGAMATED
UNIT 1**

**MOTION FOR CONSIDERATION OF AND DEFAULT JUDGMENT ON THE
COMPLAINT AND COMPLIANCE SPECIFICATION**

Now comes Richard Kelliher-Paz, Counsel for the Acting General Counsel, pursuant to Section 102.24 of the National Labor Relations Board's Rules and Regulations, with this Motion for Consideration of and Default Judgment on the Complaint and Compliance Specification.

In support of this Motion, Counsel for Acting General Counsel submits the following:

1. On August 18, 2009, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, on its own behalf and on behalf of UAW Local 6 Amalgamated Unit 1 ("Union") filed a charge in Case 13-CA-45479 alleging that Respondent, Drawn Metal Products, violated Sections 8(a)(1) and (5) of the Act. A copy of this charge is attached as Exhibit 1; the affidavit of service is attached as Exhibit 2.

2. On October 21, 2009, following a complete investigation of the matters raised by the Charge, the Regional Director for Region 13 issued a Complaint alleging that the Respondents violated Section 8(a)(1) and (5) of the Act and that the remedy for said violations would include Respondent's payment of \$25,128.00 in unpaid vacation pay and \$9,440.00 in unpaid medical expenses owed to Unit employees named in the Complaint and \$14.34 in union dues deducted from the paychecks of Unit employees named in the complaint but not remitted to the Union. The total amount owed by Respondent to Unit employees is \$34,568.00 and \$14.34 to the Union, plus interest to the date of payment. The Complaint also advised the Respondents that if they failed to file an Answer within 21 days of Service of the Complaint, as required under Section 102.20 of the Board's Rules and Regulations, all of the allegations would be deemed admitted to be true and so found by the Board. A copy of the Complaint and the affidavit of service in Respondent are attached as Exhibit 3 and Exhibit 4 respectively.

3. After Respondent failed to file an Answer to the Complaint in a timely fashion pursuant to the Rules, on December 11, 2009, Counsel for the General Counsel caused a letter to be served upon the Respondent by both certified and regular mail notifying Respondent of its failure to file an answer pursuant to Sections 102.20, 102.21, and 102.56(a) of the Board's Rules and Regulations and further stating that unless Respondent did file an Answer to the Complaint and Compliance Specification by close of business on December 18, 2009, a motion for default judgment would be filed. A copy of the letter to the Respondent is

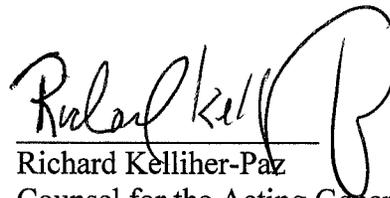
attached as Exhibit 5 and the affidavit of service on Respondent is attached as Exhibit 6.

4. On December 21, 2009, Respondent had not filed an answer, and Counsel for the General Counsel subsequently filed a Motion to Transfer Proceedings to the Board and Motion for Default Judgment. The Motion to Transfer Proceedings to the Board and Motion for Default Judgment is attached as Exhibit 7. On December 30, 2009, the Executive Secretary, on behalf of the Board issued an order transferring the proceeding to the Board and Notice to Show Cause. The Respondent filed no response.
5. On February 26, 2010, Chairman Liebman and Member Schaumber issued a Decision and Order (355 NLRB No. 15) finding that the Respondent, Drawn Metal Products Division, Co., acted in violations of Sections 8(a)(1) and (5) of the Act by failing to continue in effect all the terms and conditions of its Plant Closing Agreement. Chairman Liebman and Member Schaumber ordered Respondent to make the employees whole, paying the full amount owed, \$34,568.00, with interest and to remit to the Union any dues deducted from employee paychecks in the amount of \$14.34.
6. On June 17, 2010, the United States Supreme Court issued a decision in *New Process Steel, LP. v. NLRB*, holding that all decisions decided by the two-member panel of Chairman Liebman and Member Schaumber from January 2008 to March 2010 were invalid, as the Board did not have the required three-member quorum. 560 U.S. _____ (2010). Among these decisions was the default judgment described in paragraph 6, above.

7. In light of the Supreme Court's decision in *New Process Steel*, Counsel for the Acting General Counsel respectfully requests that the Board consider the Consolidated Complaint and Compliance Specification for purposes of issuing a Decision and Order by a duly constituted Board.
8. Based on the Respondent's original failure to answer, it is appropriate for the Board to issue a Decision and Order without affording an opportunity for a hearing.

WHEREFORE, Counsel for the Acting General Counsel respectfully requests that the Board grant this Motion for Consideration of, and for Default Judgment on, the Complaint and Compliance Specification. The Board should also deem all of the allegations to be true and issue an appropriate Decision and Order.

DATED at Chicago, Illinois, this 13th day of August, 2010.



Richard Kelliher-Paz
Counsel for the Acting General Counsel
Deputy Regional Attorney
National Labor Relations Board
Region 13
209 S. LaSalle Street, Suite 900
Chicago, Illinois 60604

Drawn Metal Products Division Co.
Case 13-CA-45479

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and correct copies of the foregoing Acting General Counsel's Motion for Consideration of and Default Judgment on the Complaint and Compliance Specification have been served in the manner indicated on the following parties on this 13th Day of August 2010.

ELECTRONICALLY

National Labor Relations Board
Office of the Executive Secretary
ATTN: Lester A Heltzer, Executive Secretary
1099 14th Street, N.W. Suite 11602
Washington, D.C. 20005 - 3419
(NLRB.GOV)

BY OVERNIGHT DELIVERY SERVICE

Drawn Metal Products Division
Attn: Mr. Shawn Brady
6143 South Howard Street
Niles, IL 60714

Drawn Metal Products Division
Attn: Mr. Shawn Brady
4009 North Ruby Street
Schiller Park, IL 60176

United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6, Amalgamated Unit 1
ATTN: Mr. Clifford R. Baerlin, President
3520 West North Avenue
Stone Park, IL 60165

UAW Region 4
ATTN: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069



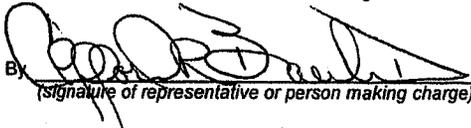
Richard Kelliher-Paz
Counsel for the Acting General Counsel

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 13-CA-45479	Date Filed / / 8/18/09

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

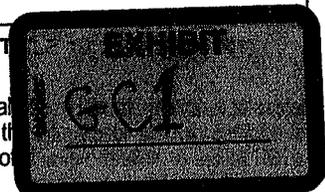
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Drawn Metal	b. Tel. No. (847)647-8941
	c. Cell No. (312)399-1553
	f. Fax No. (847)647-7650
d. Address (Street, city, state, and ZIP code) 6143 S. Howard Street Niles IL 60714-	e. Employer Representative Shawn Brady
	g. e-Mail bradyshawn@aol.com
	h. Number of workers employed 9
i. Type of Establishment (factory, mine, wholesaler, etc.) factory	j. Identify principal product or service automotive parts
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since about May 11, 2009 and continuing to date, the Employer has been refusing to bargain in good faith with the UAW, Local 6, by refusing to address outstanding grievances and information requests.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Automobile, Aerospace, Agricultural Implement Workers of America (UAW), Local 6 Amalgamated Unit 1	
4c. Address (Street and number, city, state, and ZIP code) 3520 W. North Ave. Stone Park IL 60165-	4a. Tel. No. (708)343-6880
	4b. Cell No. (708)343-8077
	4d. Fax No. (708)343-6884
	4e. e-Mail CliffBaerlin@navistar.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Clifford Baerlin, President (Print/type name and title or office, if any)
Address _____	Tel. No. () -
	Office, if any, Cell No. () -
	Fax No. () -
	e-Mail
	Aug 18 2009 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

13-2009-1436

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal purpose of this information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for this information are set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.





**United States Government
NATIONAL LABOR RELATIONS BOARD
Region 13
209 South LaSalle Street - 9th Floor
Chicago, Illinois 60604
Telephone (312) 353-7570 Fax (312) 886-1341**

August 18, 2009

Shawn Brady
Drawn Metal
6143 S. Howard St.
Niles, IL 60714

Re Drawn Metal
Case 13-CA-45479

Board Agent Richard S Andrews
Telephone (312)353-7169
E-Mail Richard.Andrews@nlrb.gov
Supervisor - Paul G Hitterman

Gentlemen:

This is to inform you that a charge, a true copy of which is enclosed, was filed in the above-entitled matter. Also enclosed is a statement (Form NLRB-4541) briefly setting forth our investigation and voluntary adjustment procedures.

I would appreciate receiving from you by September 1, 2009, a full and complete written account of the facts and a statement of your position with respect to the allegations of the charge. Also, please complete and return one copy of the enclosed questionnaire regarding commerce information (Form NLRB-5081). Please be aware that a failure to provide this information promptly may result in the issuance of an investigative subpoena for this information without prior notice.

The case has been assigned to the above-listed Board agent. When the Board agent solicits relevant evidence from you or your counsel, I request and strongly urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. It is my view that a refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

EXHIBIT

GC 2

August 18, 2009

Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation. Further, please be advised that we cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Thus, any claim of confidentiality cannot be honored except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge. In this regard, we are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. Further, we may be required by the Freedom of Information Act to disclose such records upon request, absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations, and policies. Please state the case name and number on all correspondence.

If you or witnesses that you wish to present during the investigation have limited English proficiency, you may request translation assistance. Any such request should be made to the assigned Board agent as early in the investigation as possible.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the courts. In the event that you choose to have a representative appear on your behalf, please have your representative complete Form NLRB-4701, "Notice of Appearance," and forward it promptly to this office.

Please be advised that, under the Freedom of Information Act, unfair labor practice charges and representation petitions are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

The office of the National Labor Relations Board is located on property of the United States government. Accordingly, visitors to the NLRB office are required to exhibit appropriate behavior. In particular, Federal law prohibits visitors to the NLRB office from carrying firearms or other dangerous weapons; any violation is subject to a fine and/or imprisonment for a period of up to five years. 41 CFR § 102.74.440. Prohibited weapons include but are not limited to guns and any gun parts or accessories; ammunition; and knives or other razor blades. Federal law also prohibits visitors to the NLRB office from exhibiting disorderly conduct or loitering where the conduct disrupts the work of NLRB employees or prevents members of the public from receiving NLRB services. 41 CFR § 102.74-390. Finally, federal law prohibits visitors to the NLRB office from creating any hazard on property to persons or things, and stealing any property of the United States government. 41 CFR § 102.74.380. In the event a person violates these or other applicable provisions, he or she will be removed from the Chicago Regional Office; may be banned from visiting the Regional office in the future; and the NLRB or law enforcement agencies may pursue any and all of the other applicable penalties as provided by Federal law.

Drawn Metal
13-CA-45479

- 3 -

August 18, 2009

Customer service standards concerning the processing of unfair labor practice cases have been published by the Agency and are available from the Agency's website at www.nlr.gov. Your cooperation in this matter is invited so that all facts of the case may be considered.

Sincerely,



Joseph A. Barker
Regional Director

Enclosures
rd

I CERTIFY THAT I served the above-referenced charge on August 18, 2009, by postpaid regular first class mail on the addresses named together with a transmittal letter of which this is a true copy.

Denise Gatsoudis

(Signature)

Subscribed and sworn to before me on August 18, 2009.

Roberta Davis

(Designated Agent)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

DRAWN METAL PRODUCTS DIVISION CO.

and

Case 13-CA-45479

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA ON ITS OWN BEHALF AND
ON BEHALF OF UAW LOCAL 6
AMALGAMATED UNIT 1**

**COMPLAINT AND NOTICE OF HEARING
AND COMPLIANCE SPECIFICATION**

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America on its own behalf and on behalf of UAW Local 6 Amalgamated Unit 1, herein called the Union, has charged that Drawn Metal Products Division Co., herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board issues this Complaint and Notice of Hearing and alleges as follows:

I

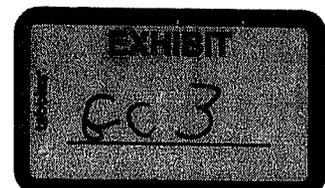
The charge in this proceeding was filed by the Union on August 18, 2009, and a copy was served by regular mail on Respondent on August 18, 2009.

II

(a) At all material times, Respondent, a corporation, with an office and place of business in Niles, Illinois, herein called Respondent's facility, has been engaged in the manufacture of metal parts for the automobile industry.

(b) During the past 12 months, a representative period, Respondent, in conducting its business operations described above in paragraph II(a), purchased and received at its facility goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) During the past 12 months, a representative period, Respondent, in conducting its business operations described above in paragraph II(a), sold and shipped from its facility goods valued in excess of \$50,000 directly to points outside the State of Illinois.



(d) 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.

III

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

IV

At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Shawn Brady	President, General Manager, Owner
Kari Burns	Human Resource Manager

V

(a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full time and regular part time production, maintenance, and tool room employees employed by the Respondent in its plant located at 6143 West Howard Street, Niles, Illinois; but excluding office clerical employees, professional employees, technical employees, confidential employees, guards and supervisors as defined in the Act.

(b) Since about November 1, 1997, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 1, 1997, to November 1, 2000, and renewed from year-to-year thereafter.

(c) At all times since about November 1, 1997, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) On about April 29, 2009, the Respondent and the Union reached agreement for and executed a "Plant Closing Agreement" in anticipation of the Respondent's intention to terminate its business operations.

(b) The Plant Closing Agreement provided that the provisions of the collective-bargaining agreement described in paragraph V(b) shall continue in effect until midnight of the plant closing date.

(c) The Plant Closing Agreement further provided that the Respondent would continue medical insurance coverage for employees until the plant closing date and that thereafter Unit employees would be entitled to continue coverage in accordance with federal and/or state laws.

(d) Since about April 29, 2009, the Respondent has failed to comply with the Plant Closing Agreement by failing to maintain the medical insurance coverage for employees until the plant closing date and failing to provide Unit employees the opportunity to continue such coverage in accordance with federal and/or state laws.

(e) Since about April 29, 2009, the Respondent has failed to comply with the Plant Closing Agreement by failing to pay employees the vacation pay due them pursuant to the Plant Closing Agreement.

(f) Since about April 29, 2009, the Respondent has failed to comply with the provisions of the Plant Closing Agreement by failing to remit union dues to the Union that were deducted from employees' pay checks.

(g) The subjects set forth above in paragraphs VI(a) through VI(f) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraphs VI(a) through VI(f) without the consent of the Union in violation of Section 8(d) of the Act.

VII

(a) On about May 19, 2009 and May 21, 2009, the Union, by letter, has requested that Respondent furnish the Union with information pertaining to the Respondent's business operations and financial condition.

(b) The information requested by the Union, as described above in paragraph VII(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about May 19, 2009 and May 21, 2009, Respondent, by Shawn Brady, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VII(a).

VIII

By the conduct described above in paragraphs VI and VII, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining

representative of its employees in violation of Section 8(a)(1) and (5) and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

COMPLIANCE SPECIFICATION

On behalf of the National Labor Relations Board and in order to effectuate the purposes and policies of the Act and to avoid unnecessary costs and delay, the General Counsel, by the undersigned and pursuant to Section 102.54(c) of the Rules and Regulations of the National Labor Relations Board, issues this Compliance Specification to provide for the resolution of any controversies that may exist over Respondent's liability for remedying the allegations in the Complaint, including the amounts of unpaid vacation pay due the discriminatees named herein, the amount of unpaid medical expenses due the discriminatees named herein, the amount of union dues owed to the Union, and alleges as follows:

IX

(a) Pursuant to the Plant Closing Agreement, Respondent agreed to pay Unit employees a bonus equal to all earned 2009 vacation pay on the plant closing date and all unpaid 2008 vacation pay.

(b) An appropriate measure of the vacation pay bonus owed to the discriminatees identified in Attachment A is the product of the each Unit employee's regular rate of pay at the time of the plant closing date multiplied by 40 regular hours of work per week for the number of weeks of vacation pay owed each Unit employee.

(c) The regular rate of pay for each Unit employee is set forth opposite each employee's name in Attachment A.

(d) The number of weeks of vacation pay owed to each Unit employee is set forth opposite each employee's name in Attachment A.

(e) The gross vacation pay owed to each Unit employee as of the plant closing date is calculated and set forth opposite each employee's name in Attachment A.

(f) In summary, the total amount of vacation pay owed to the Unit employees by Respondent, without interest, is **\$25,128.00**.

X

(a) The Unit employees were entitled to medical coverage pursuant to the Plant Closing Agreement that would pay medical expenses incurred by them.

(b) The amounts of unpaid medical expenses owed to each Unit employees are set forth opposite each employee's name in Attachment A.

(c) In summary, the total amount of unpaid medical expenses owed to the Unit employees by Respondent, without interest, is **\$9,440.00**.

XI

(a) An appropriate measure of the total union dues owed by Respondent to the Union is equal to the amount of dues deducted from the employee's paychecks for the month of May 2009 less any amounts remitted to the Union for that month.

(b) The amounts of union dues owed to the Union by Respondent for each Unit employee are set forth opposite each employee's name in Attachment A.

(c) In summary, the total amount of union dues owed by Respondent to the Union, without interest, is **\$14.34**.

XII

The Regional Director reserves the right to amend any or all provisions of this Specification by inclusion of information not now known to the Regional Director.

XIII

Summarizing the facts and calculations specified above, the obligation of the Respondent to honor the terms of the Plant Closing Agreement, including reimbursing those Unit employees named in Attachment A who were denied medical insurance coverage and unpaid vacation pay bonuses will be satisfied by payment of **\$34,568.00** to those Unit employees in the amounts set opposite their names, plus interest accrued to the date of payment, minus the withholding tax required by Federal and State laws.

XIV

Summarizing the facts and calculations specified above, the obligation of the Respondent to honor the terms of the Plant Closing Agreement with respect to the amount of union dues deducted from Unit employees' pay checks but not remitted to the Union will be satisfied by payment in the amount of **\$14.34** to the Union plus interest to the date of payment.

ANSWER REQUIREMENT

YOU ARE FURTHER NOTIFIED THAT, pursuant to Section 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, the Respondent must file an answer to the Complaint and Compliance Specification. The answer must be received by this office on or before November 12, 2009, or postmarked on or before November 10, 2009. Respondent should file an original and four (4) copies of an answer to the Complaint and Compliance Specification with this office and shall also serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross back pay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint and Compliance Specification are true. If the answer fails to deny allegations of the Compliance Specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the Compliance Specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on a **date to be determined in the future**, at **209 South LaSalle Street, Suite 900, Chicago, Illinois**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint and Compliance Specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Chicago, Illinois this 21st day of October 2009.

/s/ Joseph A. Barker

Joseph A. Barker, Regional Director
National Labor Relations Board
Region 13
209 South LaSalle Street, 9th Floor
Chicago, IL 60604

Attachments

H:\R13COM\Complaints\CPT.13-CA-45479.Cmpllt&CmplnceSpec.doc October 7, 2009

ATTACHMENT "A"

Name	Hourly rate	Wks of Vacation Pay owed 2008/2009	Total Vacation Pay Due	Unpaid medical expenses	Union Dues deducted from check May, 2009	Total amount owed by Respondent to employees
Anaya, Ramon	\$12.75	5	\$2,550.00	-0-	-0-	\$2,550.00
DeAlesio, Tony	\$14.54	5	\$2,908.00	-0-	-0-	\$2,908.00
Ferrer, Jose	\$12.75	2	\$1,020.00	-0-	-0-	\$1,020.00
Gonzales, Santiago	\$12.80	5	\$2,560.00	-0-	-0-	\$2,560.00
Ibes, John	\$15.30	5	\$3,060.00	-0-	\$7.06	\$3,060.00
Lijovic, Bob	\$13.39	5	\$2,678.00	-0-	-0-	\$2,678.00
Loza, Benjamin	\$15.78	5	\$3,156.00	\$9,440.00	\$7.28	\$12,596.00
Loza, Jose	\$15.78	5	\$3,156.00	-0-	-0-	\$3,156.00
Ly, Hao The	\$15.10	5	\$3,020.00	-0-	-0-	\$3,020.00
Puga, Julio	\$12.75	2	\$1,020.00	-0-	-0-	\$1,020.00
Grand Totals			\$25,128.00	\$9,440.00	\$14.34	\$34,568.00

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 13

NOTICE 13-CA-45479

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown and the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(a).

(2) Grounds must be set forth in detail;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Drawn Metal
ATTN: Shawn Brady
6143 S. Howard Street
Niles, IL 60714

Drawn Metal
ATTN: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176

United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6 Amalgamated Unit 1
ATTN: Mr. Clifford R. Baerlin, President
3520 W. North Avenue
Stone Park, IL 60165

UAW Region 4
ATTN: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y., and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

Mailroom

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

DRAWN METAL PRODUCTS DIVISION CO..

and

Case 13-CA-45479

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA ON ITS OWN BEHALF AND ON BEHALF OF UAW
LOCAL 6 AMALGAMATED UNIT 1**

**DATE OF MAILING October 21, 2009
AFFIDAVIT OF SERVICE**

**COMPLAINT AND NOTICE OF HEARING
AND COMPLIANCE SPECIFICATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

Certified Mail

Drawn Metal

**ATTN: Shawn Brady
6143 S. Howard Street
Niles, IL 60714**

Drawn Metal

**ATTN: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176**

**United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6 Amalgamated Unit 1**

**ATTN: Mr. Clifford R. Baerlin, President
3520 W. North Avenue
Stone Park, IL 60165**

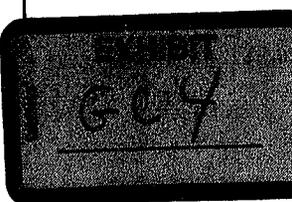
Rec'd 10/27/2009

UAW Region 4

**ATTN: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069**

Rec'd 10/26/2009

<p>Subscribed and sworn to before me this 22nd day of October 2009</p>	<p>DESIGNATED AGENT /s/ Roberta Davis <i>Roberta Davis</i> NATIONAL LABOR RELATIONS BOARD</p>
--	---





United States Government

NATIONAL LABOR RELATIONS BOARD

Region 13

209 South LaSalle Street, Suite 900

Chicago, Illinois 60604

telephone 312-353-7169

December 11, 2009

By Regular First Class and Certified Mail

Mr. Shawn Brady
Drawn Metal Products Division Co.
6143 S. Howard Street
Niles, IL 60606

Mr. Shawn Brady
Drawn Metal Products Division Co.
4009 N. Ruby Street
Schiller Park, IL 60176

Re: Drawn Metal Products Division Co.
Case 13-CA-45479

Dear Mr. Brady:

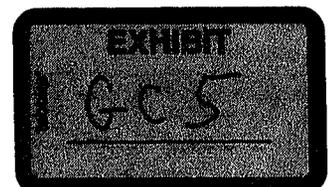
On October 21, 2009, a Complaint and Notice of Hearing and Compliance Specification in the above-referenced matter (copy enclosed) was issued and served by this office. In the Complaint and Compliance Specification, you were notified that unless an Answer was filed by November 12, 2009, pursuant to Sections 102.20, 102.21, and 102.56(b) of the Board's Rules and Regulations, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint and Compliance Specification are true. To date, our records reflect that no answer has been filed as required by the Board's Rules and Regulations.

Accordingly, you are hereby notified that if an Answer to the Complaint and Compliance Specification is not received in this office by the **close of business on Friday, December 18, 2009**, I will file a Motion for Default Judgment in this matter. In the Motion for Default Judgment, I will seek, among other things, that all matters alleged in the Complaint and Compliance Specification be deemed admitted to be true and so found by the Board.

If you are interested in settling this matter, please feel free to contact me at the above-listed telephone number. However, settlement discussions will not relieve you of the responsibility to file an Answer to the Complaint and Compliance Specification as set forth above.

Very truly yours,

Richard S. Andrews
Counsel for the General Counsel



Andrews

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

DAWN METAL PRODUCTS DIVISION CO.

and

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA ON ITS OWN
BEHALF AND ON BEHALF OF UAW LOCAL 6 AMALGAMATED**

CASE NO. 13-CA-45479

DATE OF MAILING December 11, 2009

AFFIDAVIT OF SERVICE OF

**LETTER EXTENDING TIME TO FILE ANSWER TO COMPLAINT
AND COMPLIANCE SPECIFICATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL AND FIRST CLASS MAIL

Drawn Metal
Attn: Shawn Brady
6143 S. Howard Street
Niles, IL 60714

Drawn Metal
Attn: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176

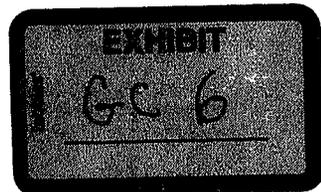
Subscribed and sworn to before me this 11th
day of December, 2009

DESIGNATED AGENT

/s/Roberta Davis

Roberta Davis

NATIONAL LABOR RELATIONS BOARD



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DRAWN METAL PRODUCTS DIVISION CO.

And

CASE 13-CA-45479

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA ON ITS OWN BEHALF AND
ON BEHALF OF UAW LOCAL 6
AMALGAMATED UNIT 1

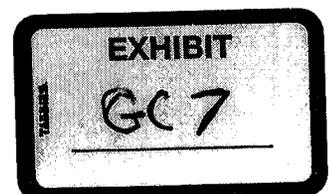
REGIONAL OFFICE COPY

MOTION TO TRANSFER PROCEEDINGS
TO THE BOARD AND MOTION FOR DEFAULT JUDGMENT

Now comes Richard S. Andrews, Counsel for the General Counsel, pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board's Rules and Regulations, the General Counsel, files this Motion to Transfer Proceedings to the Board and Motion for Default Judgment. The General Counsel is entitled to default judgment in this case because Respondent Drawn Metal Products Division Co. has failed to timely file an answer to the Complaint and Notice of Hearing and Compliance Specification (herein called the "Complaint") issued on October 21, 2009, as required by Sections 102.20 and 102.56(a) of the Board's Rules and Regulations. *Convalcare Corp. d/b/a Stockbridge Country Manor*, 352 NLRB 857 (2008); *Windward Roofing and Construction Co., Inc.*, 333 NLRB 603 (2001); *U.S. Telefactors Corporation*, 293 NLRB 567 (1989).

In support of these Motions, Counsel for General Counsel submits the following:

1. On August 18, 2009, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America on its own behalf and on behalf of UAW Local 6 Amalgamated Unit 1 (herein called the "Union") filed a charge in Case 13-



CA-45479, alleging that Respondent violated Section 8(a)(1) and (5) of the Act. A copy of the charge is attached hereto as Exhibit 1; the affidavit of service is attached hereto as Exhibit 2.

2. Thereafter, on October 21, 2009, following a complete investigation of the matters raised by the Charge, the Regional Director for Region 13 issued a Complaint alleging that the Respondents violated Section 8(a)(1) and (5) of the Act and that the remedy for said violations would include the Respondent's payment of **\$25, 128.00** in unpaid vacation pay and **\$9,440.00** in unpaid medical expenses owed to the Unit employees named in the Complaint and **\$14.34** in union dues deducted from the pay checks of Unit employees but not remitted to the Union. The total amount owed by Respondent to Unit employees is **\$34,568.00** and **\$14.34** to the Union plus interest to the date of payment. The Complaint also advised the Respondents that if they failed to file an Answer within 21 days of service of the Complaint, as required under Sections 102.20 of the Board's Rules and Regulations, all of the allegations would be deemed admitted to be true and so found by the Board. A copy of the Complaint and the affidavit of service on Respondent are attached hereto as Exhibit 3 and Exhibit 4 respectively.

4. After Respondent failed to file an Answer to the Complaint in a timely fashion pursuant to the Rules, on December 11, 2009, Counsel for the General Counsel caused a letter to be served upon the Respondent by both certified and regular mail notifying Respondent of its failure to file an answer pursuant to Sections 102.20, 102.21, and 102.56(a) of the Board's Rules and Regulations and further stating that unless Respondent did file an Answer to the Complaint and Compliance Specification by close of business on December 18, 2009 a motion for default judgment would be filed. A copy

of the letter to the Respondent is attached hereto as Exhibit 5 and the affidavit of service on Respondent is attached hereto as Exhibit 6.

5. As of December 21, 2009, Respondent has not filed an answer.

6. Based on the foregoing, it is clear that no administrative hearing is necessary in this case and it is appropriate for the Board to issue a Decision and Order pursuant to Sections 102.20 and 102.56(c) without further proceedings herein.

WHEREFORE, Counsel for the General Counsel respectfully requests that the Board grant the Motion to Transfer Proceedings to the Board and the Motion for Default Judgment. The Board should also deem all of the allegations in the Complaint and Notice of Hearing and Compliance Specification to be true and issue an appropriate Decision and Order.

DATED at Chicago, Illinois, this 21st day of December, 2009.



Richard S. Andrews, Esq.
Counsel for the General Counsel
National Labor Relations Board
Region 13
209 S. LaSalle Street, Suite 900
Chicago, IL 60604

Attachments

Drawn Metal Products Division Co.
Case 13-CA-45479

CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and correct copies of the foregoing General Counsel's Motion to Transfer Proceedings to the Board and Motion for Default Judgment have been served in the manner indicated upon the following parties on this 21st day of December, 2009.

By Certified Mail

National Labor Relations Board
Office of Executive Secretary
ATTN: Lester A. Heltzer, Executive Secretary
1099 14th Street, N. W., Suite 11602
Washington, D.C. 20005-3419

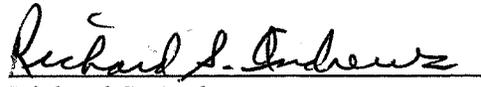
By CERTIFIED MAIL

Drawn Metal Products Division
Attn: Mr. Shawn Brady
6143 S. Howard Street
Niles, IL 60714

Drawn Metal Products Division
Attn: Mr. Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176

United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6 Amalgamated Unit 1
Attn: Mr. Clifford R. Baerlin, President
3520 W. North Avenue
Stone Park, IL 60165

UAW Region 4
Attn: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069


Richard S. Andrews
Counsel for the General Counsel

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 13-CA-45479	Date Filed / / 8/18/09

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

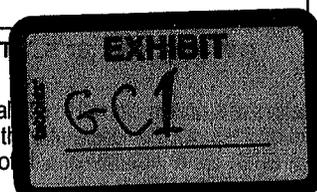
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Drawn Metal	
b. Tel. No. (847)647-8941	
c. Cell No. (312)399-1553	
f. Fax No. (847)647-7650	
g. e-Mail bradyshawn@aol.com	
h. Number of workers employed 9	
d. Address (Street, city, state, and ZIP code) 6143 S. Howard Street Niles IL 60714-	e. Employer Representative Shawn Brady
i. Type of Establishment (factory, mine, wholesaler, etc.) factory	j. Identify principal product or service automotive parts
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (a)(5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since about May 11, 2009 and continuing to date, the Employer has been refusing to bargain in good faith with the UAW, Local 6, by refusing to address outstanding grievances and information requests.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Automobile, Aerospace, Agricultural Implement Workers of America (UAW), Local 6 Amalgamated Unit 1	
4c. Address (Street and number, city, state, and ZIP code) 3520 W. North Ave. Stone Park IL 60165-	
4a. Tel. No. (708)343-6880	
4b. Cell No. (708)343-8077	
4d. Fax No. (708)343-6884	
4e. e-Mail CliffBaerlin@navistar.com	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By  Clifford Baerlin, President (signature of representative or person making charge) (Print/type name and title or office, if any) Address _____ Aug 18 2009 (date)	
Tel. No. () -	
Office, if any, Cell No. () -	
Fax No. () -	
e-Mail	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

13-2009-1436

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal purpose of this information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for this information are set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.





**United States Government
NATIONAL LABOR RELATIONS BOARD
Region 13
209 South LaSalle Street – 9th Floor
Chicago, Illinois 60604
Telephone (312) 353-7570 Fax (312) 886-1341**

August 18, 2009

Shawn Brady
Drawn Metal
6143 S. Howard St.
Niles, IL 60714

Re Drawn Metal
Case 13-CA-45479

Board Agent Richard S Andrews
Telephone (312)353-7169
E-Mail Richard.Andrews@nlrb.gov
Supervisor - Paul G Hitterman

Gentlemen:

This is to inform you that a charge, a true copy of which is enclosed, was filed in the above-entitled matter. Also enclosed is a statement (Form NLRB-4541) briefly setting forth our investigation and voluntary adjustment procedures.

I would appreciate receiving from you by September 1, 2009, a full and complete written account of the facts and a statement of your position with respect to the allegations of the charge. Also, please complete and return one copy of the enclosed questionnaire regarding commerce information (Form NLRB-5081). Please be aware that a failure to provide this information promptly may result in the issuance of an investigative subpoena for this information without prior notice.

The case has been assigned to the above-listed Board agent. When the Board agent solicits relevant evidence from you or your counsel, I request and strongly urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. It is my view that a refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

EXHIBIT

GC 2

August 18, 2009

Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation. Further, please be advised that we cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Thus, any claim of confidentiality cannot be honored except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge. In this regard, we are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. Further, we may be required by the Freedom of Information Act to disclose such records upon request, absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations, and policies. Please state the case name and number on all correspondence.

If you or witnesses that you wish to present during the investigation have limited English proficiency, you may request translation assistance. Any such request should be made to the assigned Board agent as early in the investigation as possible.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the courts. In the event that you choose to have a representative appear on your behalf, please have your representative complete Form NLRB-4701, "Notice of Appearance," and forward it promptly to this office.

Please be advised that, under the Freedom of Information Act, unfair labor practice charges and representation petitions are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

The office of the National Labor Relations Board is located on property of the United States government. Accordingly, visitors to the NLRB office are required to exhibit appropriate behavior. In particular, Federal law prohibits visitors to the NLRB office from carrying firearms or other dangerous weapons; any violation is subject to a fine and/or imprisonment for a period of up to five years. 41 CFR § 102.74.440. Prohibited weapons include but are not limited to guns and any gun parts or accessories; ammunition; and knives or other razor blades. Federal law also prohibits visitors to the NLRB office from exhibiting disorderly conduct or loitering where the conduct disrupts the work of NLRB employees or prevents members of the public from receiving NLRB services. 41 CFR § 102.74-390. Finally, federal law prohibits visitors to the NLRB office from creating any hazard on property to persons or things, and stealing any property of the United States government. 41 CFR § 102.74.380. In the event a person violates these or other applicable provisions, he or she will be removed from the Chicago Regional Office; may be banned from visiting the Regional office in the future; and the NLRB or law enforcement agencies may pursue any and all of the other applicable penalties as provided by Federal law.

Drawn Metal
13-CA-45479

- 3 -

August 18, 2009

Customer service standards concerning the processing of unfair labor practice cases have been published by the Agency and are available from the Agency's website at www.nlr.gov. Your cooperation in this matter is invited so that all facts of the case may be considered.

Sincerely,



Joseph A. Barker
Regional Director

Enclosures
rd

I CERTIFY THAT I served the above-referenced charge on August 18, 2009, by postpaid regular first class mail on the addresses named together with a transmittal letter of which this is a true copy.

Denise Gatsoudis

(Signature)

Subscribed and sworn to before me on August 18, 2009.

Roberta Davis

(Designated Agent)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

DRAWN METAL PRODUCTS DIVISION CO.

and

Case 13-CA-45479

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA ON ITS OWN BEHALF AND
ON BEHALF OF UAW LOCAL 6
AMALGAMATED UNIT 1**

**COMPLAINT AND NOTICE OF HEARING
AND COMPLIANCE SPECIFICATION**

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America on its own behalf and on behalf of UAW Local 6 Amalgamated Unit 1, herein called the Union, has charged that Drawn Metal Products Division Co., herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board issues this Complaint and Notice of Hearing and alleges as follows:

I

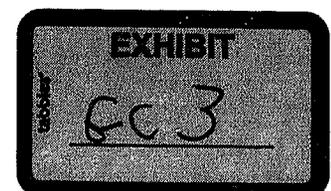
The charge in this proceeding was filed by the Union on August 18, 2009, and a copy was served by regular mail on Respondent on August 18, 2009.

II

(a) At all material times, Respondent, a corporation, with an office and place of business in Niles, Illinois, herein called Respondent's facility, has been engaged in the manufacture of metal parts for the automobile industry.

(b) During the past 12 months, a representative period, Respondent, in conducting its business operations described above in paragraph II(a), purchased and received at its facility goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) During the past 12 months, a representative period, Respondent, in conducting its business operations described above in paragraph II(a), sold and shipped from its facility goods valued in excess of \$50,000 directly to points outside the State of Illinois.



(d) 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.

III

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

IV

At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Shawn Brady	President, General Manager, Owner
Kari Burns	Human Resource Manager

V

(a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full time and regular part time production, maintenance, and tool room employees employed by the Respondent in its plant located at 6143 West Howard Street, Niles, Illinois; but excluding office clerical employees, professional employees, technical employees, confidential employees, guards and supervisors as defined in the Act.

(b) Since about November 1, 1997, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Unit and since then the Union has been recognized as the representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 1, 1997, to November 1, 2000, and renewed from year-to-year thereafter.

(c) At all times since about November 1, 1997, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

VI

(a) On about April 29, 2009, the Respondent and the Union reached agreement for and executed a "Plant Closing Agreement" in anticipation of the Respondent's intention to terminate its business operations.

(b) The Plant Closing Agreement provided that the provisions of the collective-bargaining agreement described in paragraph V(b) shall continue in effect until midnight of the plant closing date.

(c) The Plant Closing Agreement further provided that the Respondent would continue medical insurance coverage for employees until the plant closing date and that thereafter Unit employees would be entitled to continue coverage in accordance with federal and/or state laws.

(d) Since about April 29, 2009, the Respondent has failed to comply with the Plant Closing Agreement by failing to maintain the medical insurance coverage for employees until the plant closing date and failing to provide Unit employees the opportunity to continue such coverage in accordance with federal and/or state laws.

(e) Since about April 29, 2009, the Respondent has failed to comply with the Plant Closing Agreement by failing to pay employees the vacation pay due them pursuant to the Plant Closing Agreement.

(f) Since about April 29, 2009, the Respondent has failed to comply with the provisions of the Plant Closing Agreement by failing to remit union dues to the Union that were deducted from employees' pay checks.

(g) The subjects set forth above in paragraphs VI(a) through VI(f) relate to wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraphs VI(a) through VI(f) without the consent of the Union in violation of Section 8(d) of the Act.

VII

(a) On about May 19, 2009 and May 21, 2009, the Union, by letter, has requested that Respondent furnish the Union with information pertaining to the Respondent's business operations and financial condition.

(b) The information requested by the Union, as described above in paragraph VII(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about May 19, 2009 and May 21, 2009, Respondent, by Shawn Brady, has failed and refused to furnish the Union with the information requested by it as described above in paragraph VII(a).

VIII

By the conduct described above in paragraphs VI and VII, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining

representative of its employees in violation of Section 8(a)(1) and (5) and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

COMPLIANCE SPECIFICATION

On behalf of the National Labor Relations Board and in order to effectuate the purposes and policies of the Act and to avoid unnecessary costs and delay, the General Counsel, by the undersigned and pursuant to Section 102.54(c) of the Rules and Regulations of the National Labor Relations Board, issues this Compliance Specification to provide for the resolution of any controversies that may exist over Respondent's liability for remedying the allegations in the Complaint, including the amounts of unpaid vacation pay due the discriminatees named herein, the amount of unpaid medical expenses due the discriminatees named herein, the amount of union dues owed to the Union, and alleges as follows:

IX

(a) Pursuant to the Plant Closing Agreement, Respondent agreed to pay Unit employees a bonus equal to all earned 2009 vacation pay on the plant closing date and all unpaid 2008 vacation pay.

(b) An appropriate measure of the vacation pay bonus owed to the discriminatees identified in Attachment A is the product of the each Unit employee's regular rate of pay at the time of the plant closing date multiplied by 40 regular hours of work per week for the number of weeks of vacation pay owed each Unit employee.

(c) The regular rate of pay for each Unit employee is set forth opposite each employee's name in Attachment A.

(d) The number of weeks of vacation pay owed to each Unit employee is set forth opposite each employee's name in Attachment A.

(e) The gross vacation pay owed to each Unit employee as of the plant closing date is calculated and set forth opposite each employee's name in Attachment A.

(f) In summary, the total amount of vacation pay owed to the Unit employees by Respondent, without interest, is **\$25,128.00**.

X

(a) The Unit employees were entitled to medical coverage pursuant to the Plant Closing Agreement that would pay medical expenses incurred by them.

(b) The amounts of unpaid medical expenses owed to each Unit employees are set forth opposite each employee's name in Attachment A.

(c) In summary, the total amount of unpaid medical expenses owed to the Unit employees by Respondent, without interest, is **\$9,440.00**.

XI

(a) An appropriate measure of the total union dues owed by Respondent to the Union is equal to the amount of dues deducted from the employee's paychecks for the month of May 2009 less any amounts remitted to the Union for that month.

(b) The amounts of union dues owed to the Union by Respondent for each Unit employee are set forth opposite each employee's name in Attachment A.

(c) In summary, the total amount of union dues owed by Respondent to the Union, without interest, is **\$14.34**.

XII

The Regional Director reserves the right to amend any or all provisions of this Specification by inclusion of information not now known to the Regional Director.

XIII

Summarizing the facts and calculations specified above, the obligation of the Respondent to honor the terms of the Plant Closing Agreement, including reimbursing those Unit employees named in Attachment A who were denied medical insurance coverage and unpaid vacation pay bonuses will be satisfied by payment of **\$34,568.00** to those Unit employees in the amounts set opposite their names, plus interest accrued to the date of payment, minus the withholding tax required by Federal and State laws.

XIV

Summarizing the facts and calculations specified above, the obligation of the Respondent to honor the terms of the Plant Closing Agreement with respect to the amount of union dues deducted from Unit employees' pay checks but not remitted to the Union will be satisfied by payment in the amount of **\$14.34** to the Union plus interest to the date of payment.

ANSWER REQUIREMENT

YOU ARE FURTHER NOTIFIED THAT, pursuant to Section 102.20, 102.21, and 102.56 of the Board's Rules and Regulations, the Respondent must file an answer to the Complaint and Compliance Specification. The answer must be **received by this office on or before November 12, 2009, or postmarked on or before November 10, 2009**. Respondent should file an original and four (4) copies of an answer to the Complaint and Compliance Specification with this office and shall also serve a copy of the answer on each of the other parties.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross back pay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint and Compliance Specification are true. If the answer fails to deny allegations of the Compliance Specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the Compliance Specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on a date to be determined in the future, at 209 South LaSalle Street, Suite 900, Chicago, Illinois, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint and Compliance Specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Chicago, Illinois this 21st day of October 2009.

/s/ Joseph A. Barker

Joseph A. Barker, Regional Director
National Labor Relations Board
Region 13
209 South LaSalle Street, 9th Floor
Chicago, IL 60604

Attachments

H:\R13COM\Complaints\CPT.13-CA-45479.Cmplt&CmplnceSpec.doc October 7, 2009

ATTACHMENT "A"

Name	Hourly rate	Wks of Vacation Pay owed 2008/2009	Total Vacation Pay Due	Unpaid medical expenses	Union Dues deducted from check May, 2009	Total amount owed by Respondent to employees
Anaya, Ramon	\$12.75	5	\$2,550.00	-0-	-0-	\$2,550.00
DeAlesio, Tony	\$14.54	5	\$2,908.00	-0-	-0-	\$2,908.00
Ferrer, Jose	\$12.75	2	\$1,020.00	-0-	-0-	\$1,020.00
Gonzales, Santiago	\$12.80	5	\$2,560.00	-0-	-0-	\$2,560.00
Ibes, John	\$15.30	5	\$3,060.00	-0-	\$7.06	\$3,060.00
Lijovic, Bob	\$13.39	5	\$2,678.00	-0-	-0-	\$2,678.00
Loza, Benjamin	\$15.78	5	\$3,156.00	\$9,440.00	\$7.28	\$12,596.00
Loza, Jose	\$15.78	5	\$3,156.00	-0-	-0-	\$3,156.00
Ly, Hao The	\$15.10	5	\$3,020.00	-0-	-0-	\$3,020.00
Puga, Julio	\$12.75	2	\$1,020.00	-0-	-0-	\$1,020.00
Grand Totals			\$25,128.00	\$9,440.00	\$14.34	\$34,568.00

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 13

NOTICE 13-CA-45479

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

(1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(a).

(2) Grounds must be set forth in **detail**;

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained by the requesting party and set forth in the request; **and**

(5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Drawn Metal
ATTN: Shawn Brady
6143 S. Howard Street
Niles, IL 60714

Drawn Metal
ATTN: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176

United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6 Amalgamated Unit 1
ATTN: Mr. Clifford R. Baerlin, President
3520 W. North Avenue
Stone Park, IL 60165

UAW Region 4
ATTN: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

Malcolm

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

DRAWN METAL PRODUCTS DIVISION CO..

and

Case 13-CA-45479

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA ON ITS OWN BEHALF AND ON BEHALF OF UAW
LOCAL 6 AMALGAMATED UNIT 1

DATE OF MAILING October 21, 2009
AFFIDAVIT OF SERVICE

**COMPLAINANT AND NOTICE OF HEARING
AND COMPLIANCE SPECIFICATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

Certified Mail

Drawn Metal

**ATTN: Shawn Brady
6143 S. Howard Street
Niles, IL 60714**

Drawn Metal

**ATTN: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176**

**United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW),
Local 6 Amalgamated Unit 1**

**ATTN: Mr. Clifford R. Baerlin, President
3520 W. North Avenue
Stone Park, IL 60165**

Rec'd 10/27/2009

UAW Region 4

**ATTN: Mr. Frank Angel
680 Barclay Blvd.
Lincolnshire, IL 60069**

Rec'd 10/26/2009

Subscribed and sworn to before me this 22nd day of October 2009	DESIGNATED AGENT /s/ Roberta Davis <i>Roberta Davis</i> NATIONAL LABOR RELATIONS BOARD
--	--

EXHIBIT
1 GC4



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 13

209 South LaSalle Street, Suite 900

Chicago, Illinois 60604

telephone 312-353-7169

December 11, 2009

By Regular First Class and Certified Mail

Mr. Shawn Brady
Drawn Metal Products Division Co.
6143 S. Howard Street
Niles, IL 60606

Mr. Shawn Brady
Drawn Metal Products Division Co.
4009 N. Ruby Street
Schiller Park, IL 60176

Re: Drawn Metal Products Division Co.
Case 13-CA-45479

Dear Mr. Brady:

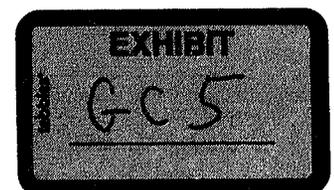
On October 21, 2009, a Complaint and Notice of Hearing and Compliance Specification in the above-referenced matter (copy enclosed) was issued and served by this office. In the Complaint and Compliance Specification, you were notified that unless an Answer was filed by November 12, 2009, pursuant to Sections 102.20, 102.21, and 102.56(b) of the Board's Rules and Regulations, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint and Compliance Specification are true. To date, our records reflect that no answer has been filed as required by the Board's Rules and Regulations.

Accordingly, you are hereby notified that if an Answer to the Complaint and Compliance Specification is not received in this office by the **close of business on Friday, December 18, 2009**, I will file a Motion for Default Judgment in this matter. In the Motion for Default Judgment, I will seek, among other things, that all matters alleged in the Complaint and Compliance Specification be deemed admitted to be true and so found by the Board.

If you are interested in settling this matter, please feel free to contact me at the above-listed telephone number. However, settlement discussions will not relieve you of the responsibility to file an Answer to the Complaint and Compliance Specification as set forth above.

Very truly yours,

Richard S. Andrews
Counsel for the General Counsel



Andrews

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

DAWN METAL PRODUCTS DIVISION CO.

and

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA ON ITS OWN
BEHALF AND ON BEHALF OF UAW LOCAL 6 AMALGAMATED**

CASE NO. 13-CA-45479

DATE OF MAILING December 11, 2009

AFFIDAVIT OF SERVICE OF

**LETTER EXTENDING TIME TO FILE ANSWER TO COMPLAINT
AND COMPLIANCE SPECIFICATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL AND FIRST CLASS MAIL

Drawn Metal
Attn: Shawn Brady
6143 S. Howard Street
Niles, IL 60714

Drawn Metal
Attn: Shawn Brady
4009 N. Ruby Street
Schiller Park, IL 60176

Subscribed and sworn to before me this 11th
day of December, 2009

DESIGNATED AGENT

/s/Roberta Davis

Roberta Davis

NATIONAL LABOR RELATIONS BOARD

EXHIBIT
GC 6