



# Plastech

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VIA e-GOV AND FACSIMILE

July 15, 2004

Lester A. Heltzer  
Executive Secretary  
Office of the Executive Secretary  
National Labor Relations Board  
1099 14th Street, N.W.  
Washington, D.C. 20570-0071

*Re: Dana Corporation, et al., Case No. 8-RD-1976 and  
Metaldyne Corporation, et al., Cases No. 6-RD-1518 and 6-RD-1519*

Dear Mr. Heltzer:

Plastech Engineered Products, Inc., is an auto-parts supplier operating both union and non-union manufacturing facilities in the United States. Plastech operates approximately 30 manufacturing facilities in the United States and employs approximately 6,000 individuals. We have experience with both NLRB-supervised elections and voluntary recognition agreements.

Plastech requests to submit this letter brief in response to the NLRB's June 14, 2004, Order in the above-captioned cases. We have served today, by fax, the parties listed in the attached document.

As you know, the time for filing briefs in this case was short. Another auto supplier, Collins & Aikman, has filed a full amicus brief. For various logistical reasons, we were unable to receive and review that brief yesterday in time for service. We have now, however, had a chance to review that brief.

Please be advised that, for the reasons spelled out in the amicus brief submitted by Collins & Aikman, Plastech urges the Board to retain the current "voluntary recognition bar" doctrine. That doctrine allows parties to voluntary recognition agreements, and the employees who choose union representation pursuant to such agreements, to commence bargaining with the same degree of legal protection enjoyed in analogous situations in which an NLRB representation process has been used to determine employee sentiment.

We believe that current law provides appropriate treatment for voluntary recognition agreements, and that there is no basis on which to force parties to such agreements to bargain for a first contract in a legal posture different from that obtaining when the parties have instead proceeded with an NLRB representation process. Simply stated,

when a company, such as Plastech, chooses to enter into a voluntary recognition agreement, we do not believe that it should thereby forfeit the bargaining protections that attach when recognition is achieved in other ways.

We also note that the recognition bar doctrine has been an explicit component of Board law for nearly 40 years and, during that time, neither the law nor the policies underlying that doctrine have changed.

Plastech therefore urges the Board to refrain from altering the long-standing voluntary recognition bar doctrine.

Thank you for your consideration of our position in this matter.

Very truly yours,

Kelvin W. Scott  
Vice President and General Counsel

KWS/trd

cc: see attached list