In the Matter of M. P. MOLLER, INC., *and* FEDERAL LABOR UNION LOCAL #23985, A. F. OF L.

Case No. 5-C-2200.—Decided October 14, 1947

Messrs. Sidney Grossman and *Earle K. Shawe*, for the Board.
Mr. John Wageman, of Hagerstown, Md., for the respondent.
Mr. Joseph A. Padway, by *Mr. James A. Glenn*, of Washington, D. C., for the Union.

DECISION
AND
ORDER

On December 13, 1946, Trial Examiner James A. Shaw issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had unlawfully refused to bargain with the Union as the collective bargaining representative of a unit of its supervisory employees previously found appropriate by the Board,[1] and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter the respondent filed exceptions to the Intermediate Report and a supporting brief.

Since the issuance of the Intermediate Report herein, the National Labor Relations Act has been amended so as to exclude "any individual employed as a supervisor" from the definition of "employee" contained in the Act.[2] Supervisory employees are therefore now outside the coverage of the Act. We are therefore of the opinion, without considering the merits of the case, that it would not effectuate the policies of the Act, as amended, to require the respondent to take any remedial action in this case, which involves nothing except a refusal to bargain.[3] Accordingly, we shall dismiss the complaint.

ORDER

IT IS HEREBY ORDERED that the complaint against the respondent, M. P. Moller, Inc., Hagerstown, Maryland, be, and it hereby is, dismissed.

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[1] *Matter of M. P. Moller, Inc.*, 69 N L R B 80. The Union won the election and was certified by the Board on August 7, 1946.

[2] Section 2 (3) and (11) of the Act, as amended

[3] *Matter of Westinghouse Electric Corporation*, 75 N L R B 1; *L A. Young Spring & Wire Corporation* v. *N L. R. B.*, 163 F (2d) 905 (C A-D C.).

INTERMEDIATE REPORT

Sidney Grossman, Esq., and *Earle K. Shawe, Esq.*, for the Board.
John Wagaman, Esq., of Hagerstown, Md., for the respondent
Joseph A. Padway, Esq., by *James A. Glenn, Esq.*, of Washington, D. C., for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed by Federal Labor Union Local #23985, American Federation of Labor, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Fifth Region (Baltimore, Maryland), issued its complaint dated October 30, 1946, against M. P. Moller, Inc., herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, accompanied by notice of hearing, and copies of the charge were duly served upon the respondent and the Union.

With respect to the unfair labor practices the complaint alleged in substance that: (1) all foremen, assistant foremen, and the chief inspector employed by the respondent at its Hagerstown, Maryland, plant, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9, subsection (b) of the Act; (2) since August 15, 1946, and at all times thereafter, the respondent has refused to recognize and to bargain collectively with the Union as the exclusive bargaining representative of the respondent's employees in the unit designated by the Board as appropriate for the purposes of collective bargaining although a majority of said employees in such appropriate unit by secret ballot conducted on July 26, 1946, selected said Union as their collective bargaining representative and said Union was certified by the Board as such representative on August 7, 1946; and (3) since on or about August 7, 1946, and continuously down to the date of the issuance of this complaint, the respondent has dealt directly and individually with its employees in the unit described above, thereby interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Thereafter the respondent filed its answer in which it admitted certain of the allegations of the complaint but denied it had committed any unfair labor practices. In substance, the answer admitted that the Union had been certified by the Board as the exclusive representative for the purposes of collective bargaining of the employees in a unit found to be appropriate by the Board, and that it had refused to bargain collectively with the Union for the following reasons: (1) that the persons in the unit found to be appropriate by the Board are not such "employees" in whose behalf, under the law, there may be designated an exclusive representative for the purpose of collective bargaining; that said persons are "employers" within the meaning and intent of the National Labor Relations Act, and the Board is therefore without power in fact or in law to designate for them an exclusive representative for the purposes of collective bargaining; (2) that the respondent's rank and file employees are represented by Local #21108 of the Federal Labor Union, American Federation of Labor, which is also the parent body of the Union herein; that the policies and actions of Local #21108 and the Union are controlled by the same parent body, and that it is therefore contrary to law to designate as the exclusive representative for the purposes of collective bargaining a union affiliated with and

controlled by the parent organization of the union representing the respondent's rank and file employees; (3) and that the unit is inappropriate

By stipulation of the parties the transcript of evidence, exhibits, and the entire record, including decisions, orders, directives, and certifications of the Board in Case No 5–R–2016,[1] was incorporated into and made a part of the record in this proceeding for whatever consideration it may be entitled to receive under the practices of the Board and the requirements of the Act.[2]

Pursuant to notice, a hearing was held in Hagerstown, Maryland, on November 19, 1946, before the undersigned, the Trial Examiner duly designated by the Chief Trial Examiner. The Board, the respondent and the Union were represented by counsel. Full opportunity to be heard, to examine and cross-examine witnesses was afforded all parties. At the close of all the evidence, the motion of counsel for the Board to conform the pleadings to the proof as to such matters as dates, typographical errors and other minor variances was granted without objection. At the close of all the evidence counsel for the respondent moved that the complaint be dismissed, ruling thereon was reserved by the undersigned and it is hereby denied. All parties were given an opportunity to argue orally before the undersigned. None availed themselves of this opportunity. The parties were afforded an opportunity to file proposed findings of fact and conclusions of law and briefs with the undersigned. Proposed findings of fact and conclusions of law and a brief in support thereof have been received from the respondent.

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

Findings of Fact[3]

I. THE BUSINESS OF THE RESPONDENT

M. P. Moller, Inc, is a Maryland corporation having its principal office and plant in Hagerstown, Maryland, where it is engaged in the manufacture of pipe organs. Previous to the cessation of hostilities of World War II, the respondent was engaged exclusively in the manufacture of airplane parts but has since reverted part of its plant to its peacetime production of pipe organs.

During the past year the respondent purchased raw materials, valued in excess of $50,000.00, all of which originated from points outside the State of Maryland During the same period, finished products manufactured by the respondent were valued in excess of $750,000.00, approximately two-thirds of which represented organs, and the remaining one-third was composed of airplane parts for use

[1] *Matter of M. P Moller, Inc*, and *Federal Labor Union No. 23985, A F of L*, 69 N. L R B 80

[2] The parties also stipulated that the transcript of evidence, exhibits, and the entire record, including decisions, orders, directives, and certifications of the Board in Case No 5–R–1490, 56 N L R B 16, was to be incorporated into and made a part of the record in this proceeding for the purposes of background only. The undersigned accepted the stipulation subject to this proviso, on the theory that the Board takes judicial notice of its own Decisions and Orders. The undersigned further advised the parties that he would consider the facts stated in the stipulation to that extent only, on the ground that the matter stated therein was before the Board at the time it rendered its Decision and Order in Case No 5–R–2016, and that it had at that time fully considered and adjudicated all matters pertinent thereto that were applicable to the issues in the latter case. All parties accepted this limitation without objection. See footnote 1, *supra*.

[3] The respondent, as indicated heretofore, has submitted to the undersigned proposed findings of fact and conclusions of law The undersigned hereby rules thereon as follows: He accepts proposals 1, 2, and 5 and rejects proposals 3, 4, 6, 7, 8, and 9

by the United States Army. Approximately 75 percent of the pipe organs sold by the respondent during the past year was shipped to points and places outside the State of Maryland. The respondent admits it is engaged in commerce within the meaning of the Act

II. THE ORGANIZATION INVOLVED

Federal Labor Union Local 23985, affiliated with the American Federation of Labor, is a labor organization admitting supervisory employees of the respondent to membership.[4]

III. THE UNFAIR LABOR PRACTICES[5]

A. *The refusal to bargain*

1. The appropriate unit

On June 26, 1946, after an appropriate hearing, the Board found, in the *Matter of M. P Moller, Inc.*, 69 N L R. B. 80, that all foremen, assistant foremen, and the chief inspector employed by the respondent at its Hagerstown plant, constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

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[4] The respondent in its answer alleges that it is without knowledge that the Union is a labor organization within the meaning of the Act. It took a similar position in Case No 5–R–2016, which involved the same parties as herein The Board in its decision in that case found that the Union is a labor organization within the meaning of the Act. The undersigned finds the contention of the respondent to be without merit

[5] As heretofore noted in footnote 2, *supra,* the parties stipulated, *inter alia,* that the record in Case No. 5–R–1490, should be considered for the purposes of background in the instant case In addition thereto the stipulation (which consisted of a preamble and fifteen (15) paragraphs), in its preamble and first five paragraphs set forth the following which was also offered and received by the undersigned for background purposes only: "It is hereby stipulated and agreed by and between John Wagaman and Charles F Wagaman, Attorneys for the respondent, James A Glenn, Attorney for Federal Labor Union Local 23985, A. F. of L, herein called the Union, and Earle K. Shawe and Sidney Grossman, Attorneys for the Board, *without prejudice to the right of any party to introduce additional evidence not inconsistent with this stipulation, that the following statements of fact may be received in evidence with the same force and effect as though witnesses had testified thereto under oath.* [italics supplied] (1) That since June, 1938, the Respondent has recognized Federal Labor Union Local No 21108, affiliated with the American Federation of Labor, herein called Local No 21108, as the exclusive bargaining agent of the production and maintenance employees at its Hagerstown, Maryland, plant, herein called the Hagerstown plant, and since said date the Respondent and Local No. 21108 have been in continuous contractual relationship with regard to such employees; (2) That the current collective agreement covering the production and maintenance employees at the Respondent's Hagerstown plant, entered into between the Respondent and Local No 21108 in June 1946, is operative for a period of one year and continues in effect thereafter until 30 days written notice is given by either party to the other of a desire to cancel it, (3) That coinciding with the Respondent's expansion in its personnel resulting from conversion to wartime production, the Respondent and Local No. 21108 included in the contract unit of their 1942 contract covering production and maintenance employees, supervisory personnel consisting of foremen, assistant foremen, and assistant chief inspectors, and since said date until the Board determination in Case No 5–R–1490, hereinafter more specifically referred to in paragraph 4, the Respondent recognized Local No 21108 as the exclusive bargaining agent of such supervisory employees as part of the production and maintenance unit at its Hagerstown plant; (4) As a result of an appropriate hearing conducted by the Board on March 2 and 3, 1944, in the *Matter of M P. Moller, Inc*, 69 N L. R. B 80, in which the CIO participated as Petitioner and Local No. 21108 participated as Intervenor, the Board in accordance with its policy of not combining supervisory employees in the same unit with production and maintenance personnel, over the objection of Local No 21108, acceded to the Respondent's request that foremen, assistant foremen, and assistant chief inspectors, be excluded from the produc-

The respondent in its answer denied that the above unit found appropriate by the Board constituted a legally appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

In the original representation case involving the parties herein, Case No. 5–R–2016, the respondent contended that a unit of supervisory employees was inappropriate for several reasons. An examination of the record and the Board's Decision and Direction of Election in that case reveals that the respondent's principal objections were as follows: (1) that the employees in the unit found to be appropriate by the Board are a part of management, and therefore cannot be classified as "employees" within the meaning of Section 2 (3) of the Act; and (2) that since the Union and Local 21108, which is the exclusive bargaining representative for the rank and file employees in the respondent's Hagerstown plant, are affiliated with the same parent organization, Federal Labor Union, affiliated with the American Federation of Labor, it therefore follows that its employees in the unit found to be appropriate herein are forced to divide their loyalty between the respondent and the Union, and such a situation would be detrimental to the respondent and the management of its business.

At the hearing in the instant case the respondent again raised the question of "divided loyalty," and offered certain documentary evidence and testimony in support thereof The evidence was offered to show that members of both the Union and Local 21108 take the same oath at the time they join their respective organizations. It is clear that the respondent's purpose in offering this evidence was to reiterate its position as presented in the original hearing in Case No. 5–R–2016. An examination of the record in that case shows that this identical question was put in issue and testimony in support of the respondent's position

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tion and maintenance unit, and by its Decision and Direction of Election, dated April 25, 1944, excluded

the chief inspector, foremen, assistant foremen and assistant chief inspectors

and all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action from the production and maintenance unit, and since such Board determination, the Respondent ceased bargaining with Local No. 21108 with respect to the Chief Inspector, foremen, assistant foremen, and all other supervisory employees as designated above, and has since refused and continues to refuse to bargain with respect to such employees either as part of the production and maintenance unit or as a separate appropriate unit; (5) That the record in Case No 5–R–1490, including the pertinent portions of the transcript relating to testimony as to supervisory employees, specifically referring to pages 167–184, 201–217, 295–296, 301–309, and 323–334, the exhibits, the Board's direction of an election, and the certification of representatives are hereby incorporated and made part of this record *The portions of the transcript referred to in Case No 5–R–1490 relate to the conditions then existing in the Respondent's plant and are introduced without prejudice on the part of any of the parties to adduce additional testimony to show any change or modifications since the hearing in that proceeding"* [Italics supplied] As heretofore pointed out the undersigned accepted the foregoing stipulation as background only. This limitation was accepted by all the parties without objection The undersigned has considered the contents of said stipulation and herein reaffirm his ruling made at the hearing Moreover, the undersigned has reconsidered that portion of the said stipulation that would have permitted the parties herein to offer testimony concerning matters that were either known to them or was available to them at the time of the hearing in Case No 5–R–2016 or fully litigated at said hearing, and thus fully considered and adjudicated by the Board in its Decision and Direction of Election in said case, and he hereby reaffirms his ruling as to that portion of said stipulation and the testimony offered by the respondent at the hearing in accordance with the terms thereof, which was rejected by the undersigned, in accordance with prior decisions of the Board and the Courts in the following pertinent cases: *N. L R. B.* v. *West Kentucky Coal Company,* 141 F. (2d) 47, January 31, 1944, 51 N. L. R. B. 656; *Allis Chalmers Manufacturing Company,* 70 N L. R. B 348.

elicited from Mathias P. Moller, Jr., its president. The undersigned upon his own motion rejected all testimony relative to this issue and the exhibits in support thereof on the ground that this question had been fully litigated in the prior representation case and had been fully considered and adjudicated by the Board in its Decision and Direction of Election, in that case.[6]

2. The majority

On July 26, 1946, pursuant to the order of the Board dated June 26, 1946, an election was held among the employees in the above-found appropriate unit at which a majority of said employees by secret ballot selected the Union as their bargaining representative. By order dated August 7, 1946, the Board certified said Union as the exclusive representative of the employees in said unit. As the respondent introduced no evidence at the present hearing tending to impeach this certification or the majority status of the Union, the undersigned finds that on August 7, 1946, and at all times thereafter, the Union has been and continues to be the exclusive representative of all the employees in the above-found appropriate unit for the purposes of collective bargaining with the respondent with respect to rates of pay, wages, hours of employment and other conditions of employment.

3. The refusal to bargain

At the hearing in the instant case the respondent stipulated that after the Board had certified the Union as the exclusive bargaining representative for the employees in the above-found appropriate unit, the Union by its recording secretary, Charles Nowell, wrote the respondent and requested a conference for the purpose of negotiating a contract. The respondent acknowledged receipt of this letter on August 22, 1946, and advised that the matter would be considered upon the return of the respondent's president and its attorney, who at the time was away from Hagerstown and was not expected to return until the early part of September. Thereafter on or about September 19 or 20, 1946, representatives of the Union again requested the respondent for a conference at which time representatives of the respondent advised the Union that it would not recognize it as the exclusive bargaining agent for its employees in the above-found appropriate unit.

In numerous cases involving facts similar to those set out hereinabove the Board has held such conduct to constitute a refusal to bargain with the duly certified representative of the employees in an appropriate unit.

The undersigned, therefore, finds that on September 20, 1946,[7] and at all times thereafter, the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit and has

[6] See *N. L. R. B. v. West Kentucky Coal Company*, 152 F. (2d) 198 (C. C. A. 6) enforcing as modified 57 N. L. R. B. 89; *Allis-Chalmers Manufacturing Company*, 70 N. L. R. B. 348.

[7] The complaint alleges that the respondent has refused to bargain collectively with the Union since "on or about August 17, 1946, and at all times thereafter, down to and including the date of the issuance of the complaint." The proof, however, shows that the respondent did not definitely advise the Union of their refusal to recognize it as the exclusive representative for the purposes of collective bargaining for the employees in the above-found appropriate unit, until on or about September 19 or 20, 1946. The undersigned is of the opinion that this discrepancy is of no importance and has in fact been corrected by motion of counsel for the Board to conform the complaint to the proof insofar as dates, typographical errors and the like are concerned. As heretofore pointed out this motion was granted by the undersigned without objection.

thereby interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. *Interference, restraint, and coercion*

The Board alleged in its complaint that the respondent by its officers and agents has since on or about August 7, 1946, and continuously down to and including the date of the issuance of the complaint herein, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act by dealing directly and individually with its employees in the above-found appropriate unit, concerning rates of pay, wages, hours of employment, or other conditions of employment. The respondent stipulated that at all times since the Board's certification of the Union as the exclusive bargaining agent for the employees in the above-found appropriate unit and since the Union's demand for recognition by the respondent, it has continued its practice of dealing unilaterally and directly with the individual employees in said unit.

The undersigned is convinced and finds that the activities of the respondent as set forth in the above stipulation were for the purpose of impressing its employees, in the unit herein found to be appropriate, with the futility of their concerted activities and thus induce them to abandon the Union as their representative for the purposes of collective bargaining. Accordingly the undersigned finds that by such conduct the respondent interfered with, restrained, and coerced the employees in the exercise of the rights guaranteed under Section 7 of the Act.[8]

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

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

V THE REMEDY

Since it has been found that the respondent has engaged in unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Because of the basis of the respondent's refusal to bargain as indicated in the facts found, and because of the absence of any evidence that danger of other unfair labor practices is to be anticipated from the respondents' conduct in the past, the undersigned will not recommend that the respondent cease and desist from the commission of any other unfair labor practices. Nevertheless, in order to effectuate the policies of the Act, the undersigned will recommend that the respondent cease and desist from the unfair labor practices found and from any other acts in any manner interfering with the efforts of the Union to negotiate for or represent the employees as exclusive bargaining agent in the unit herein found appropriate.

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

[8] In the *Matter of The Arundel Corporation* and *International Union of Marine and Shipbuilding Workers of America, C. I. O., Local 148*, 59 N. L. R. B. 505.

CONCLUSIONS OF LAW

1. Federal Labor Union Local #23985, affiliated with the American Federation of Labor, is a labor organization within the meaning of Section 2 (5) of the Act.

2. All foremen, assistant foremen, and the chief inspector employed by the respondent in its Hagerstown plant, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

3. Federal Labor Union Local #23985, affiliated with the American Federation of Labor, was on August 7, 1946, and at all times thereafter has been the exclusive representative of all employees in the aforesaid unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on September 20, 1946, and at all times thereafter to recognize and to bargain collectively with Federal Labor Union Local #23985, affiliated with the American Federation of Labor, as the exclusive representative of all its employees in the aforesaid appropriate unit, the respondent has engaged in, and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

5. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in, and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

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

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law and upon the entire record in the case, the undersigned recommends that the respondent, M. P. Moller, Inc., its officers, agents, successors, and assigns shall.

1. Cease and desist from:

(a) Refusing to recognize and to bargain collectively with Federal Labor Union Local #23985, affiliated with the American Federation of Labor, as the exclusive representative of all foremen, assistant foremen and the chief inspector at the Hagerstown plant.

(b) Engaging in like or related acts of conduct interfering with, restraining, or coercing its employees in the exercise of the rights to self-organization, to form labor organizations, to join or assist Federal Labor Union Local #23985, affiliated with the American Federation of Labor, or any other labor organization of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

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

(a) Upon request bargain collectively with Federal Labor Union Local #23985, affiliated with the American Federation of Labor, as the exclusive representative of all its employees in the aforesaid appropriate unit

(b) Post in its Hagerstown, Maryland, plant, copies of the notice attached to the Intermediate Report, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Fifth Region, after being signed by the respondent's representative, shall be posted by the respondent immediately upon the receipt of this Intermediate Report.

(c) Notify the Regional Director for the Fifth Region, in writing, within ten (10) days from the date of the receipt of this Intermediate Report what steps the respondent has taken to comply therewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid

As provided in Section 203 39 of the Rules and Regulations of the National Labor Relations Board, Series 4, effective September 11, 1946, any party or counsel for the Board may, within fifteen (15) days from the date of service of the order transferring the case to the Board, pursuant to Section 203 38 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof; and any party or counsel for the Board may, within the same period, file an original and four copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. Proof of service on other parties of all papers with the Board shall be promptly made as required by Section 203.65. As further provided in said Section 203 39, should any party desire permission to argue orally before the Board, request therefore must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

JAMES A. SHAW,
Trial Examiner.

Dated December 13, 1946

APPENDIX A

NOTICE TO ALL EMPLOYEES

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

We will bargain collectively upon request with Federal Labor Union #23985, A. F. of L., as the exclusive representative of all employees in the bargaining unit described herein with respect to wages, rates of pay, hours of employment, or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All foremen, assistant foremen, and the chief inspector at the Hagerstown, Maryland, plant.

We will not in any manner interfere with the efforts of the above-named Union to bargain with us or refuse to bargain with said Union as the exclusive representative of all our employees in the above-described appropriate unit.

M. P MOLLER, INC,

Dated_____ By _____ _____
(Representative) (Title)

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