In the Matter of AMERICAN-MARSH PUMPS, INC. *and* INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT 117, LODGE No. 46 *and* MICHIGAN METAL CRAFTSMEN, INC., PARTY TO A CONTRACT

Case No. 7–C–1376.—Decided June 27, 1945

DECISION

AND

ORDER

On March 13, 1945, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices affecting commerce, and recommending that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act, as set forth in the copy of the Intermediate Report annexed hereto. Thereafter, the Craftsmen filed a brief. Oral argument was held before the Board on June 14, 1945. The Union and the Craftsmen were represented and participated in the oral argument; the respondent did not appear. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Craftsmen's brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

Like the Trial Examiner, we find that on September 2, 1943, and at all times thereafter, the Union represented a majority of the employees in the appropriate unit set forth in the Intermediate Report,[1] and that on October 17, 1944, and at all times thereafter, the respondent, by ceasing negotiations with the Union, by its reply to the Regional Director's telegram, by recognizing the Craftsmen at the representation hearing, and by thereafter contracting with the Craftsmen on December 27, 1944,[2] refused to bargain

[1] See *Matter of Appalachian Electric Power Company*, 47 N. L R B 821, enf'd 140 F. (2d) 217 (C C. A. 4); *Matter of The Century Oxford Manufacturing Company*, 47 N L R B 835, enf'd 140 F. (2d) (C. C. A. 2).

[2] We agree with the Trial Examiner that the contract made with the Craftsmen as the exclusive bargaining representative of its employees is illegal and should be given no effect. However, nothing in this Decision or in our Order shall be taken to require the respondent to vary those wages, hours, seniority, and other substantive features of its relations with the employees, themselves which the respondent has established in the performance of said contract

collectively with the Union as the exclusive representative of all the employees in the above-mentioned unit, within the meaning of Section 8 (5) of the Act.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, American-Marsh Pumps, Inc., Battle Creek, Michigan, and its officers agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Association of Machinists, District 117, Lodge No. 46, as the exclusive representative of all its production and maintenance employees, excluding foremen and other supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, office employees, and employees in the engineering and drafting department, foundry and core room;

(b) Recognizing Michigan Metal Craftsmen, Inc., as the exclusive bargaining representative of the respondent's employees for the purposes of collective bargaining, unless and until it shall have been certified by the National Labor Relations Board;

(c) Giving effect to its contract of December 27, 1944, with Michigan Metal Craftsmen, Inc., or to any extension, renewal, modification, or supplement thereof;

(d) Engaging in like or related acts or conduct interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist International Association of Machinists, District 117, Lodge No. 46, or any other labor organization, to bargain collectively through representatives 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 Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Association of Machinists, District 117, Lodge No 46, as the exclusive representative of its employees in the above-described appropriate unit, and if an understanding is reached, embody such understanding in a signed agreement;

(b) Post at its plant at Battle Creek, Michigan, copies of the notice attached hereto marked "Appendix A." Copies of said notice, to be furnished by the Regional Director of the Seventh Region, shall, after being duly signed by the respondent's representative, be posted by the respondent

immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(c) Notify the Regional Director for the Seventh Region, in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

APPENDIX A

NOTICE TO ALL EMPLOYEES

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

> We will not refuse to bargain with International Association of Machanists, District 117, Lodge No. 46, as the exclusive representative of all employees in the bargaining unit described herein:
>
> We will not engage in any like or related act or conduct interfering with, restraining, or coercing the employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of the above-named union or any other labor organization.
>
> We will refuse to recognize Michigan Metal Craftsmen, Inc., as the exclusive representative of our employees for the purposes of collective bargaining unless and until it shall have been certified by the National Labor Relations Board.
>
> We will not give effect to our contract of December 27, 1944, with Michigan Metal Craftsmen, Inc., or to any extension, renewal, modification, or supplement thereof.
>
> We will bargain collectively, upon request, with International Association of Machinists, District 117, Lodge No. 46, as the exclusive representative of all employees in the bargaining unit described herein, with respect to rates of pay, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All production and maintenance employees at the Battle Creek plant, excluding foremen and other supervisory employees with authority to hire,

promote, discharge or discipline or otherwise effect changes in the status of employees, or effectively recommend such action, office employees and employees in the engineering and drafting department, foundry and core room.

AMERICAN-MARSH PUMPS, INC.
By
(Representative) (Title)

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

INTERMEDIATE REPORT

Mr. Meyer D. Stein, for the Board.

Mr Edwin F. Steffen, of Lansing, Mich , and *Mr. A E Wheeler,* of Battle Creek, Mich., for the respondent.

Mr Carl Cederquist, of Detroit, Mich , and *Mr. Ivan DeLaVergne,* of Battle Creek, Mich., for the Union.

Mr. Leonard F. Donaldson, of Detroit, Mich., and *Mr. Cuyler Coleman,* of Grand Rapids, Mich , for Michigan Metal Craftsmen, Inc.

STATEMENT OF THE CASE

Upon a charge duly filed on January 26, 1945, by two individuals and an amended charge duly filed the same day by International Association of Machinists, District 117, Lodge No. 46, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Seventh Region (Detroit, Michigan), issued its complaint dated January 26, 1945, against American-Marsh Pumps, 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 thereon, were duly served upon the respondent, the Union, and Michigan Metal Craftsmen, Inc., a party to a contract with the respondent, herein called the Craftsmen

In respect to the unfair labor practices, the complaint alleged in substance that since October 17, 1944, to the date of the complaint, the respondent had refused to bargain collectively with the Union, which had previously been certified by the Board as the exclusive bargaining representative of the respondent's employees in an appropriate unit, but on the contrary had on October 17, 1944, recognized the Craftsmen as the exclusive bargaining representative of such employees, and had on December 27, 1944, entered into a purported contract with the Craftsmen as such exclusive bargaining representative

The respondent's answer, dated February 1, 1945, admitted the foregoing facts but denied that its acts constituted an unfair labor practice.

On February 8, 1945, the Craftsmen filed an answer in which it likewise admitted the foregoing facts but alleged that a majority of the employees in the appropriate bargaining unit had selected it as their bargaining representative and denied that the respondent's recognition of it was unlawful.

Pursuant to notice, a hearing was held on February 8, 1945, in Battle Creek, Michigan, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The Board, the respondent, and the Craftsmen were represented by counsel and

the Union by its representative. Full opportunity was afforded all parties to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the close of the hearing the parties waived oral argument but the undersigned requested counsel for the respondent to state the theory of the respondent's case, which he did. The respondent filed a "Statement of Position" as a brief with the Trial Examiner. No other briefs have been received.

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent is a Michigan corporation having its principal office and place of business in Battle Creek, Michigan, where it is engaged in the manufacture of pumps. Since the year 1942, the respondent's annual purchases of raw materials, consisting principally of steel, exceeded $500,000, of which amount approximately 90 percent was shipped to its plant from points outside the State of Michigan. In the same period, its annual sales exceeded $1,000,000, of which approximately 95 percent represented products shipped from the respondent's Battle Creek plant to points outside the State of Michigan.

The respondent stipulated that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATIONS INVOLVED

International Association of Machinists, District 117, Lodge No 46, affiliated with the American Federation of Labor, and Michigan Metal Craftsmen, Inc., are labor organizations admitting to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

1. The appropriate unit

Pursuant to a petition duly filed by the Union, the Board, on July 12, 1943, issued its Decision and Direction of Election[1] in which it found that a unit composed of all production and maintenance employees of the respondent at its Battle Creek plant, excluding foremen and other supervisory employees with authority to hire, promote, discharge or discipline, or otherwise effect changes in the status of employees or effectively recommend such actions, office employees and employees in the engineering and drafting department, foundry and core room, was appropriate[2]

2. Representation by the Union of a majority in the appropriate unit

On August 6, 1943, pursuant to said Decision and Direction of Election, an election duly conducted was won by the Union, and on September 2, 1943, the Board issued its Supplemental Decision and Certification of Representatives, certifying the Union as the exclusive representative of all the employees in the appropriate unit.[3]

3 The refusal to bargain

a. History

Following its certification, the Union met with the respondent in an effort to reach a contract covering the employees in the afore-mentioned unit On October 14, 1943, the respondent and the Union entered into a stipulation, stating that they had failed in direct negotiations before a conciliator to settle disputed matters of wages, retro-

[1] 51 N. L R B 263

[2] The parties all stipulated at the hearing that this is the appropriate unit

[3] 52 N L R B 391. The contentions of the respondent and the Craftsmen that a shift of majority had taken place prior to the hearing in the instant case will be discussed in the next section The Union offered no other proof of its majority at the hearing in the instant case

active date, and vacations. The dispute was certified to the Regional War Labor Board On October 18, 1943, the Union and the respondent signed a written contract, effective as of October 14, 1943, covering agreed matters other than those in dispute

A panel hearing on the disputed terms was conducted before the War Labor Board in December 1943 and a panel report with recommendations was made on February 3, 1944 On March 31, 1944, the Regional War Labor Board issued a directive order, setting up wage rates for designated job titles, fixing the retroactive date as November 5, 1943, and providing for vacation privileges By this directive the parties were required to negotiate rates of pay of female, minor, superannuated and handicapped employees if there was a basis for their receiving less than the rate for their classification and any questions arising as to the proper grading of individuals within job classifications. The directive further provided that its terms and conditions should be incorporated in a signed agreement by the Union and the respondent. Following the issuance of this directive the respondent filed a petition for review, protesting the basis for computing vacation privileges and objecting to the establishment of wage rates on reclassification of jobs without a prior job description and evaluation analysis. Later the respondent put into effect vacation privileges [4] The petition for review of the directive of the Regional War Labor Board respecting wages in due course came before the National War Labor Board. Pending this appeal, the Union and the respondent on August 2, 1944, joined in a letter sent to the National War Labor Board requesting that the appeal be held in abeyance pending further negotiations between the Union and the respondent regarding job descriptions. Thereafter, representatives of the Union and the respondent carried on negotiations regarding job descriptions under the guidance of a member of the technical staff of the United States Conciliation Service.

Previously, on April 27, 1944, the Craftsmen had orally requested the respondent for recognition, and the respondent had refused such recognition on the ground that its contract with the Union was a bar to such recognition. By letter of August 11, 1944, the Craftsmen again requested recognition as bargaining representative of the respondent's employees and on the same day filed with the Board its petition for certification. On August 29, 1944, the respondent replied to the letter of the Craftsmen, stating that it was under contract with the Union as the certified bargaining agent, that this contract would expire on October 14, 1944, and that, until instructed by the Board or some other Government agency, it would be obliged to recognize the Union as bargaining agent for its employees. On the same date the respondent wrote to the Union stating that, in view of the claims of the Craftsmen, it would not enter into negotiations looking toward a renewal of their contract, that the contract would expire on October 14, 1944, and that thereafter it would negotiate a contract with the Union certified by the Board as the bargaining agency for its employees.[5]

[4] There is only a statement of respondent's counsel that this was done pursuant to a modification of the directive by the Regional War Labor Board

[5] The termination clause of the Union's contract provided:

> This agreement to become effective as of October 14, 1943, and to remain in full force and effect until October 14, 1944, and thereafter subject to forty-five (45) days' notice in writing from either party stating that changes or modifications are desired Conferences shall be held to discuss the proposed changes or modifications, starting not later than ten days after receipt of such notice. In the event that the parties have failed to agree within the forty-five (45) days specified above, and the discussions continue, the terms finally agreed to shall be effective as of the last day of the forty-five (45) day notice period. Either party desiring to cancel this agreement must give sixty (60) days' notice of such desire in writing The sixty (60) days shall be utilized by the parties in discussing the proposed cancellation In the event that the discussions shall extend beyond the sixty (60) day period, the terms of this agreement shall continue to be in full force and effect until agreement or disagreement is reached.

Pursuant to the Craftsmen's petition a representation hearing was held before a Trial Examiner designated by the Board, in Battle Creek, Michigan, on October 17, 1944, in which the respondent, the Craftsmen, and the Union participated.[6] During the course of this hearing the respondent's counsel stated that, from that time, it recognized the Craftsmen and moved to dismiss further proceedings. This motion was referred to the Board. On December 16, 1944, the Board issued its decision and order in which it denied the respondent's motion but dismissed the Craftsmen's petition for certification because "the Machinists' resort to the War Labor Board, the land pendency before that agency of fundamental wage issues, and the present incomplete status of resulting negotiations between the Machinists and their employer, has denied to the Company's employees, without fault on the part of their bargaining representative, the settlement of the most vital element in their present bargaining program," and, the Board found, therefore, that direction of an immediate election would not effectuate the policies of the Act.[7]

Despite its recognition of the Craftsmen on October 17, the respondent did not meet with them prior to October 29, 60 days from the date on which notice of cancellation was given the Union. Until October 17, 1944, the date of the representation hearing, the respondent had continued to meet with the Union regarding job classifications. The classifications at one time were completed but were rejected by the aforesaid member of the technical staff of the United States Conciliation Service. Following such rejection the representatives of the respondent and the Union set about rewriting them all and by October 17, 1944, they had rewritten 38 of a total of 44 job classifications, but they had not yet resubmitted them to the technical advisor. Following October 17, 1944, the respondent no longer met with the Union.

On December 19, 1944, the Regional Director for the Seventh Region sent the respondent a telegram stating that he had been informed by the Union that the respondent refused to renew its recognition of the Union as exclusive representative of employees in the bargaining unit found appropriate by the Board, and advising the respondent that the Board's decision of December 16, 1944, left the previous certification of the Union in full force and effect and that a refusal to bargain with the Union would be regarded as an unfair labor practice. The respondent, on December 28, 1944, replied to this telegram by letter stating that it had received the Board's ruling and would not comply and that it had already entered into a contract with the Craftsmen.

On December 27, 1944, the respondent and Local 31 of the Craftsmen signed and put into effect a contract for the term of one year and thereafter until 30 days' notice of termination by either party.[8] Prior to the signing of this contract the N. W. L. B. issued its directive concerning wages, and the respondent agreed in the contract to comply therewith and thereafter did so.

b. Conclusions

By recognizing the Craftsmen on October 17, 1944, and by ceasing further negotiations with the Union as well as by its reply to the Regional Director's telegram, the respondent refused to bargain with the Union.

[6] Case No 7-R-8135 (59 N L R B 1084) In that case the Craftsmen offered proof of interest by 116 membership cards, of which 105 bore names of employees on a pay roll of about 180 employees in the unit sought to be represented as of August 27, 1944 The unit sought to be represented differed from the one previously found appropriate by the Board in that the Craftsmen sought to include working supervisors. The undersigned makes no finding that the Craftsmen proved they represented a majority in the appropriate unit

[7] 59 N L R B 1084.

[8] The unit defined by the contract excludes "supervisory employees who perform no manual work." The unit found by the Board to be appropriate excluded all supervisory employees

The respondent takes the position that the certification of the Union lapsed with the expiration of its contract, that thereafter it was mandatory under the Act for the respondent to bargain with the representative of the majority of its employees, and that the Craftsmen organization was such majority representative. The respondent's argument postulates either that a certification of a union by the Board automatically lapses upon the expiration of a one-year contract—even a partial contract not incorporating disputed terms which continue to be negotiated—or that such certification is necessarily nullified at such time by evidence that another union has come to represent a majority of the employees. The Act makes no provision for the effective period of a certification by the Board The Board itself has adopted the policy that collective bargaining relations should remain undisturbed for a reasonable period.[9] While a year has frequently been regarded as a reasonable period, deviations from such period have been recognized under certain circumstances, as where the consummation of the bargaining process has been delayed by the fact that a dispute has been submitted to the War Labor Board.[10] Such was the case here. The decision of the Board, dismissing the petition of the Craftsmen for the reason stated by the Board, was tantamount to a ruling that, under the circumstances, a reasonable time had not elapsed since the certification of the Union. Of this the respondent was apprised by the Regional Director's telegram. Knowing that the Union was still the certified bargaining agent, the respondent nevertheless refused to recognize it or bargain with it, but on the contrary, recognized and bargained with the Craftsmen

It is accordingly found that on October 17, 1944, and at all times thereafter, the respondent refused to bargain collectively with the Union as the exclusive representative of all its employees in the aforesaid appropriate unit, thereby interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act. It is further found that the contract of December 27, 1944, between the respondent and the Craftsmen is null and void.

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 operations 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.

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[9] See Eighth and Ninth Annual Reports of the Board, pp. 48 and 28 respectively.

[10] See *Matter of Allis-Chalmers Manufacturing Company*, 50 N L R. B 306, where the Board said, "Where we are presented with the question whether to order an election for choice of representatives in the presence of a collective bargaining contract, we find it necessary to weigh and resolve the conflicting interests in maintaining the stability of contractual relationships previously established and in protecting the right of the majority of employees to a collective bargaining representative of their own choice . . . From the standpoint of stable labor relations it is undesirable to penalize a certified bargaining representative for unavoidable delays consequent upon its voluntary acceptance of orderly procedures established by governmental authority [In this case it was the N W L. B] for the adjustment of differences with an employer. To charge a certified bargaining representative with such delays would have the effect of discouraging resort to such orderly procedures and promoting industrial strife and unrest which the Act was designed to avoid During the reasonable period of certification, a shift in majority is by itself insufficient to overcome the force of the certification *N L R B* v *Whittier Mills*, 111 F (2d) 474 (C C A 5), *N L R B* v *Valley Mould & Iron Corp*, 116 F (2d) 760 (C C A 7)

It has been found that the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in an appropriate unit. It will therefore be recommended that, upon request, the respondent bargain collectively with the Union.

It has further been found that the respondent has unlawfully recognized and entered into a contract with the Craftsmen. It will accordingly be recommended that the respondent cease and desist from recognizing the Craftsmen as the exclusive representative of its employees for the purposes of collective bargaining, unless and until it shall have been certified by the Board, and cease and desist from giving effect to its contract of December 27, 1944, with the Craftsmen, as well as any extension, renewal, modification, or supplement thereof.

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

CONCLUSIONS OF LAW

1 International Association of Machinists, District 117, Lodge No. 46, and Michigan Metal Craftsmen, Inc., are labor organizations within the meaning of Section 2 (5) of the Act.

2. All production and maintenance employees of the respondent at its Battle Creek plant, excluding foremen and other supervisory employees with authority to hire, promote, discharge or discipline or otherwise effect changes in the status of employees of effectively recommend such actions, office employees and employees in the engineering and drafting department, foundry and core room constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act

3 International Association of Machinists, District 117, Lodge No. 46, was, on August 6, 1943, and at all times thereafter has been, exclusive representative of all the employees in the above-described unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

4. By refusing on October 17, 1944, and at all times thereafter, to bargain collectively with International Association of Machinists, District 117, Lodge No 46, as exclusive representative of all its employees in the appropriate unit, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Sections 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 affecting commerce within the meaning of Section 2 (6) and (7) of the Act

RECOMMENDATIONS

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that the respondent, American-Marsh Pumps, Inc, its officers, agents, successors and assigns, shall

1 Cease and desist from:

(a) Refusing to bargain collectively with International Association of Machinists, District 117, Lodge No. 46, as the exclusive representative of all its employees in the above-described appropriate unit;

(b) Recognizing Michigan Metal Craftsmen, Inc, as the exclusive bargaining representative of the respondent's employees for the purposes of collective bargaining, unless and until it shall have been certified by the National Labor Relations Board;

(c) Giving effect to its contract of December 27, 1944, with Michigan Metal Craftsmen, Inc., or to any extension, renewal, modification, or supplement thereof;

(d) Engaging in like or related acts or 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 International Association of Machinists, District 117, Lodge No. 46, or any other labor organization, to bargain collectively through representatives 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 International Association of Machinists, District 117, Lodge No 46, as the exclusive representative of all its employees in the above-described appropriate unit and if an understanding is reached, embody such understanding in a signed agreement;

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

(c) Notify the Regional Director for the Seventh Region (Detroit, Michigan) in writing, within ten (10) days from the receipt of this Intermediate Report, of what steps the respondent has taken to comply herewith

It is further recommended that unless, on or before ten (10) days from the date of the receipt of this Intermediate Report, the respondent notifies the 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 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations file with the Board, Rochambeau Building, Washington, 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 Immediately upon the filing of such statement of exceptions and/or brief, 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. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing within ten (10) days from the date of the order transferring the case to the Board.

JAMES R. HEMINGWAY
Trial Examiner

Dated March 13, 1945.

APPENDIX A

NOTICE TO ALL EMPLOYEES

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

> We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizat ons, to join or assist International Association of Machinists, District 117, Lodge No. 46 or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of this union, or any other labor organization.
>
> We will bargain collectively upon request with the above-named union as the exclusive representative of all employees in the bargaining unit described herein with respect to rates of pay, hours of employment or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is ·

All production and maintenance employees at the Battle Creek plant, excluding foremen and other supervisory employees with authority to hire, promote, discharge or discipline or otherwise effect changes in the status of employees or effectively recommend such actions, office employees and employees in the engineering and drafting department, foundry and core room.

AMERICAN-MARSH PUMPS, INC. *(Employer)*

By

(Representative) (Title)

Date

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