General Stencils, Inc. *and* International Union of District 50, United Mine Workers of America. Case 29–CA–1028

March 30, 1972

SUPPLEMENTAL DECISION AND ORDER

BY CHAIRMAN MILLER AND MEMBERS FANNING AND KENNEDY

On August 15, 1969, the National Labor Relations Board issued its Decision and Order in the above-entitled proceeding,[1] finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of Section 8(a)(1) and (5) of the National Labor Relations Act, as amended, and ordering the Respondent to cease and desist therefrom and to take certain affirmative action, including bargaining with the Union upon request. Thereafter, the United States Court of Appeals for the Second Circuit issued a decision[2] enforcing the Board's order in part, denying enforcement in part, and remanding the proceeding to the Board for further consideration of the propriety of the bargaining order.

The Board has again reviewed the entire record in this case, pursuant to the court's remand, and makes the following additional findings and conclusions:

In remanding this case to the Board, the court left undisturbed the Board's original findings that Respondent engaged in numerous unfair labor practices both before and after the Union's demand for recognition, including (a) interrogating an employee concerning a statement given to a Board agent, (b) threatening to eliminate certain existing benefits, (c) threatening to lay off employees if work got slow, (d) threatening to enforce a dormant no-smoking regulation, (e) threatening to discharge employees through institution of a new tardiness rule, and (f) threatening to close the plant. All of the threats specifically were conditioned on the union victory in an election.

In its initial decision, the Board concluded that this conduct, in addition to certain other statements and interrogations not found by the court to violate the Act, constituted flagrant and widespread unfair labor practices which tended to destroy the employees' free choice in the selection of a bargaining representative. Finding that the lingering effect of such conduct made a fair election dubious, if not impossible, the Board ordered Respondent to recognize and bargain with the Union without the necessity of an election.

In declining to enforce the Board's bargaining order, the court stated that, in view of its refusal to find unlawful certain conduct relied on by the Board, it had considerable doubt that the remaining unlawful conduct was of sufficient severity to justify an order to bargain. Thus, the court remanded the case to the Board for the purpose of reconsidering the propriety of its original remedy in the light of the remaining unlawful conduct.

Upon reconsideration, we adhere to the original conclusion that an order to bargain is necessary to remedy the effects of Respondent's unlawful conduct and to effectuate the policies of the Act. Such a remedy, in our opinion, clearly falls within the standards set forth in *N.L.R.B.* v. *Gissel Packing Company.*[3]

In refusing to enforce the Board's bargaining order, the court began its evaluation of the Respondent's unlawful conduct by noting that there was no evidence that the threat to close the plant, made by Respondent's general manager to only one employee, was disseminated to other employees. According to the court, had evidence of such dissemination been present, a bargaining order clearly would have been warranted. The court then discussed the threats to eliminate minor benefits. Thus, the court stated, "This leaves us with the unlawful interrogation of Kretschmer about his statement to the Board agent . . . and the threats to a few employees to withdraw benefits of a relatively minor nature." The court concluded that the undisseminated threat of closure, coupled with the remaining minor violations, does not justify a bargaining order.

Thus, inexplicably, the court's analysis appears to discount the importance of two specific violations of comparable gravity to the threat of closure; namely, the threat to lay off and the threat to discharge employees in the event the Union won an election.

There can be no doubt as to the seriousness of these threats. All involved direct loss of employment and were made by a company official who had the power to carry out his ominous predictions. The threats were no less serious or effective simply because they were made by one in overalls rather than a suit and tie. Klugman's position of authority—he was the general manager—was well known. Indeed, in the employees' eyes he *was* the employer: it was Klugman to whom the demands for recognition were made; it was Klugman who was told by Lamatima that she wanted to withdraw her statement to the Board because she was scared. Klugman had the authority to carry out the threats, and every employee knew it.

A direct threat of loss of employment, whether through plant closure, discharge, or layoff, is one of the most flagrant means by which an employer can hope to dissuade employees from selecting a bargaining representative. Such conduct is especially repugnant to the purposes of the Act because no legitimate justification can exist for threatening to close a plant or to impose

[1] 178 NLRB 108.
[2] *N.L.R.B.* v *General Stencils, Inc.*, 438 F 2d 894
[3] 395 U S. 575

more onerous and severe working conditions in the event of a union victory.[4] Such threats can only have one purpose, to deprive employees of their right freely to select or reject a bargaining representative!

For all those reasons, we do not doubt that, in threatening to close the plant, to lay off, and to discharge employees upon a union victory, Respondent engaged in proscribed conduct of the most egregious sort. Nor do we understand the court to disagree. Accordingly, we perceive that our purpose upon this remand is to reexamine the currency which may be attributed to those threats, either by direct proof or by inference therefrom, and the impact of the threats under the conditions which prevailed.

To deal first with the most salient violation, we do not regard as determinative the fact that the threat of plant closure was made to only one of the 32 employees. That fact is, indeed, only the beginning of analysis. A threat of such serious consequences for *all* employees for selecting the Union will, all but inevitably, be discussed among employees. That is a reality of industrial life which the Board has long recognized in situations involving not only threats of closure, but even less serious threats which nevertheless affect every employee in the unit.[5] The general validity of that supposition is attested by the record here. As noted by the Trial Examiner, employee Lamatima testified to several conversations during which employees discussed what action Respondent might take if the Union won. And Respondent's general manager, Klugman, likewise testified that he had overheard several employees discussing the Union. Here, moreover, the probability that the threat of closure was made known to other employees was increased by the fact that other serious threats—notably layoff and discharge—were also made to employees Thomas, Kretschmer, and Lamatima. We conclude, in short, that, while there may exist a situation in which a serious threat may, in fact, remain isolated, the burden of proving such an unlikely event rests with the Employer. Here that burden was not discharged.

Such threats may, of course, be presumed to have had a severe initial impact on the employees. But initial impact is not the focus of our inquiry. Under *Gissel* we must attempt to measure the impact over time and, also, to assess the likelihood that any lasting impact can be mitigated by remedies short of an order to bargain. Mathematical precision of analysis is not to be expected in such a task. Merely requiring the Employer to refrain from repeating such threats will not, of course, erase the threat from the employees' memory. The *impact* of the threat lingers long after the utterances have been abated. Moreover, the standard remedy for less severe violations—the posting of a notice informing employees that the employer will not repeat his unlawful conduct—often prolongs that impact by insuring that each and every employee is reminded that such a threat was made. Aware that the employer has once threatened him with discharge or plant closure, an employee is likely to find little security in a promise that the threat will not be reiterated. In summary, the Board must evaluate Respondent's unlawful conduct and determine whether the severity and resultant impact of such conduct have destroyed the likelihood that a true picture of employee sentiment can be obtained through the election process. Such a task is always difficult; it is no less so in the present case—a close case made even closer by the court's conclusion that two allegations of unlawful interrogation could not be sustained. Yet, in attempting to predict the impact of the unlawful conduct in the present case, we remain mindful of the following considerations:

(1) The Employer made not one threat, but a series of serious threats which, if carried out, would affect every employee in the unit. It is realistic, indeed, to conclude that each potentially affected employee had reason to learn the nature of such threats and to discuss the possible consequences with fellow employees.

(2) The threats about which we are most concerned involved nothing short of complete termination of employment. While employees may express little concern over the possible loss of certain minor benefits, the threatened loss of employment contingent on a union victory can be expected to produce no less than the result desired by its perpetrator—fear of serious reprisal for exercising a statutory right. It is unlikely that employees remain free to exercise that right in the face of such dire consequences.

(3) The threats herein were not made by a shop foreman or other minor representative or management. They were made by Respondent's general manager, a man who possessed the power not only to threaten but also to turn threat into reality. Threats made by one in such a position will be seriously regarded by employees, and, thus, the risk is increased that the threats will accompany employees to the voting booth.

We believe that these considerations are helpful in distinguishing the present case from those cases, referred to by the court,[6] in which the Board declined to issue a bargaining order. A review of those cases convinces us that they are, indeed, distinguishable.

In *Blade-Tribune* the unlawful conduct consisted of interrogation of employees concerning their union sympathies, an implied promise of possible new benefits,

[4] Klugman's statements were not even couched as predictions of foreseeable consequences.

[5] See *Standard Knitting Mills, Inc.*, 172 NLRB No. 114 (threats to 4 employees in a unit of 3000); *Garland Corp.*, 162 NLRB 1570 (threats to 3 of 600); *W. T. Grant Co.*, 168 NLRB 93 (threats to 7 of 30); and *Darby Cadillac, Inc., 169 NLRB 315 (threats to 3 of 44).*

[6] *Blade-Tribune Publishing Company*, 180 NLRB 432; *Schrementi Bros., Inc.*, 179 NLRB 853; and *Stoutco, Inc.*, 180 NLRB 178.

and a change in the work schedule of one union adherent. The employer made no threat to close the plant, nor were there any other direct threats to layoff or discharge employees for selecting the Union. None of the violative conduct in that case was qualitatively similar to the threats herein, and each violation was easily remedied by traditional means.

In *Stoutco* the Board found the employer guilty of threatening to close the plant, threatening loss of certain existing benefits, imposition of less favorable working conditions, promising certain benefits, and making several coercive statements. However, all of the unlawful conduct was committed by a first-line foreman with no authority to carry out any severe threats. Moreover, many of the foreman's statements, though clearly coercive, were made during give-and-take discussions often initiated by the employees and consisted largely of expressions of the foreman's personal views.

In *Schrementi Bros.*, the employer interrogated one employee about her union sympathy and engaged in an emotion-laden outburst of physical violence against *nonemployee* union organizers. The Board did not regard that conduct, under the circumstances, as carrying an irremediable threat of reprisals at the work place against employees who voted for unionization. Moreover, the assault did not occur under circumstances suggesting that such conduct would recur.

Thus, in *Schrementi Bros.*, the unlawful conduct, although a serious violation, was readily remedied by traditional means, and in the two other cases the impact of the unlawful conduct was narrowed either because of the nature of the conduct or the position of the perpetrator. We conclude that those cases are sufficiently different from the instant case so as not to foreclose our resort to a bargaining order.

It is clear that the principles enunciated by the Supreme Court in *Gissel* leave the Board free, upon proper evaluation, to determine the appropriate method by which unfair labor practices shall be remedied, taking into consideration the seriousness of the conduct, the probable impact that conduct will have on any future election, and the efficacy of alternative remedies. We are directed to draw upon our knowledge and expertise in evaluating the effects of any misconduct to determine whether the policies of the Act will best be effectuated by directing an election or by dispensing with an election and relying on some more accurate indicator of employee sentiment. Where as here the violative conduct has destroyed the conditions under which an election can be relied on to indicate employee choice, the Act's sometimes divergent purposes to protect employee choice and prohibit unlawful conduct are equally well served by directing the employer to bargain with the union. We, thus, adhere to our earlier determination that a bargaining order is an appropriate remedy. The Employer's conduct—in particular, the threats of plant closure, layoff, and discharge—is of such gravity as to render a reliable election unlikely, even if the Employer were to discontinue his unlawful conduct.[7] Accordingly, we shall affirm our bargaining order.

SUPPLEMENTAL ORDER

Based on the foregoing, and the entire record in this case, the National Labor Relations Board hereby affirms its Order issued in this proceeding on August 15, 1969, except as herein modified:

1. Delete paragraph 1(a) of said Order and substitute therefor the following:

(a) "Interrcgating employees about any statements given to agents of the National Labor Relations Board."

2. Substitute the attached Appendix for the Appendix to the original Decision and Order.

CHAIRMAN MILLER, dissenting:

No recent decisional task has more perplexed this Board, or confounded the courts which review our decisions, than that committed to us in *Gissel*.[8] To determine whether an order to bargain is an appropriate remedy for employer interference with rights protected by Section 7 of the Act. This case well illustrates the reasons for the difficulty.

The standards by which we must decide whether to enter an order to bargain are uniquely amorphous. The Supreme Court has instructed us to consider: "the extensiveness of . . . unfair practices in terms of their past effect on election conditions and the likelihood of their recurrence in the future."[9] The Court thus made abundantly clear, as my colleagues correctly state, that the aim of our inquiry must be somehow to quantify the impact upon employees which follows from unlawful conduct by their employer.[10] In such an inquiry, there can be few *per se* rules. We must be alert in each case to the inescapable fact that while the categories of conduct prohibited by the Act are finite, there are infinitely various circumstances which will influence employee perceptions of such prohibited conduct. And, under *Gissel*, it is that infinite variety which we must address.

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[7] In reaching this conclusion we deem it inappropriate to consider employee turnover since the original entry of the bargaining order. An employer whose misconduct has occasioned the proceedings should not be permitted to escape his duty to bargain because of the delay that is the "unfortunate but inevitable result of the procedure required in the Act." *N.L.R.B.* v. *L. B. Foster Co.*, 418 F.2d 1 (C.A. 9); *N.L.R.B.* v. *The Kostel Corporation d/b/a Big Ben Shoe Store*, 440 F.2d 347 (C.A. 7).

[8] *N.L.R.B.* v. *Gissel Packing Co.*, 395 U.S. 575 (1969).

[9] *Id.* at 614.

[10] "If the Board finds that the possibility of erasing the effects of past practices and of ensuring a fair election (or a fair rerun) by the use of traditional remedies, though present, is slight and that employee sentiment once expressed through cards would, on balance, be better protected by a bargaining order, then such an order should issue." *Id.*

The task is made much more difficult by the fact that it is neither possible nor desirable to probe the consciousness of the affected employees to make a subjectively based measurement of the impact of employer conduct. We must, in this inquiry, attempt to draw reasonable inferences from objective events.[11]

The simplest circumstances will serve to illustrate the point. The discriminatory discharge of a union adherent is routinely cataloged as an egregious violation with far-reaching coercive impact. And, indeed, in the overwhelming majority of such cases, the discharge will be regarded, or suspected, by other employees to be precisely what it is: punishment of a union adherent. Nevertheless, if the protected activities of the dischargee were unknown to the employee group, and if the discharge occurred under such circumstances that the employee group in fact perceived the discharge to have been for just cause, then the violation, though nonetheless offensive to the statute, must be assigned little or no weight in determining whether a bargaining order is an appropriate remedy.

A similar problem of evaluation arises under *Gissel,* where an employer unlawfully offers promotion to a leading employee organizer in exchange for cessation of his organizing activities. Where the offer is declined, and the fact of the offer never communicated to the employee group, little if any impact upon employee free choice could be expected from the violation. Yet if the promotion were accepted, and the organizing effort aborted for lack of a champion, the violation would be of major significance in the *Gissel* calculus.

Notwithstanding these imponderables we have been taken to task by the court here, and by others as well, for our failure to articulate, at the least, a rough set of working guidelines by which we approach our judgmental task. With due regard for those same imponderables, I believe that the criticism is deserved. My purpose in filing a separate opinion is to outline my understanding of those principles, however broad, which have informed the Board's judgment in these cases, and which merit both articulation and future adherence.

Initially, our decisions suggest two categories of employer misconduct which may usefully be regarded as sufficient *per se* to justify imposition of an order to bargain: (1) the grant of significant benefits and (2) repeated violation of Section 8(a)(3). In *United Packing Company*[12] and several other recent cases respondent employers have reacted to a union organizing campaign by promptly identifying and remedying a source of employee dissatisfaction. In *United Packing,* a wage increase was promised during the campaign and delivered after the employees voted against the union in a Board-conducted election. It was clear the wage increase was offered and granted to thwart the union. It was clear to us in assessing the employer's conduct that our traditional remedy for that violation, which does not include rescission of the wage increase, would not eradicate the impact of the employer's action. There, clearly, the establishment of a bargaining relationship was the only means by which the employees' rights to an untrammeled choice could be protected. The necessity for a bargaining order in that case was further demonstrated by the employer's collateral credible threats to discontinue business and discharge employees if the union were selected. Those added violations, however, were not crucial to the imposition of a bargaining order remedy.[13]

Similarly, the reassignment, demotion, or discharge of union adherents will carry a message which cannot be lost on employees in the voting group. While there is some slight chance that a single 8(a)(3) violation will not be perceived as employer retribution, repeated violation will rarely if ever be misinterpreted. The impact on employees might be erased if our standard make-whole remedy could be swiftly obtained. But unfortunately, in the usual litigated case, restoration to employment comes months or years later, if at all, and thus the coercive effect of the discrimination is unlikely ever to be undone. The Board, therefore, since *Gissel,* has regularly issued a bargaining order where a union majority was dissipated by such tactics. See, e.g., *Drives, Incorporated,* 172 NLRB No. 101 and 179 NLRB 526, enfd. 440 F.2d 354 (C.A. 7). *J. H. Rutter-Rex Manufacturing Co., Inc.,* 164 NLRB 5, enfd. in part and remanded in part 415 F.2d 1133 (C.A. 6), 180 NLRB 878, enfd. 434 F.2d 1318 (C.A. 6).

These, I believe, are the only two categories of conduct where we can, with confidence, suggest a *per se* rule. Manifestly, the case before us is not within either category, and the feature which removes it from either is the absence of employer *action.* The employer who identifies the sources of employee discontent and remedies them, or identified the principal union adherents and removes them, demonstrates *by his actions* that he will oppose the union by unlawful means and that em-

[11] "It would indeed be a rare case where the finders of fact could probe the precise factors of motivation which underlay each employee's choice. Normally, the conclusion that their choice was restrained by the employer's interference must of necessity be based on the existence of conditions or circumstances which the employer created or for which he was fairly responsible and as a result of which it may reasonably be inferred that the employees did not have that complete and unfettered freedom of choice which the Act contemplates." *N.L.R.B.* v. *Link-Belt Co.,* 311 U.S. 584, 588. See also *Radio Officers' Union of the Commercial Telegraphers Union, AFL [A.H. Bull Steamship Company]* v. *N.L.R.B.,* 347 U.S. 17, 50–51; *N.L.R.B.* v. *Gissel Packing Co., supra,* 608.

[12] 187 NLRB No. 132.

[13] See, e.g., *Tower Enterprise, Inc.,* 182 NLRB 382, where a bargaining order was predicated on a single 8(a)(1) violation, a general wage increase announced immediately after the Union's demand for recognition, and employee discontent over low wages had precipitated the organizational activity.

ployees who support it do so at their grave peril. The message is communicated to all by means which will be clear to all. In the matter of employer resistance to employee rights, actions do indeed speak louder than words.

Once we depart the realm of action, as we must in this case, and enter the world of speech divorced from action, our decisions under *Gissel* appear at first blush to be so diverse that no rules can be discerned. But there are reasons which, at least in part, justify that diversity. Where an employer discharges union adherents, or increases employee benefits, no sentient employee in the unit can doubt what occurred or the depth and strength of the employer's oppostion to the union. These characteristics are in sharp contrast to the characteristics of statements and threats, divorced from action, such as those presented here. Threats attributed to company officials may or may not have been uttered; they may or may not have been uttered in the fashion described by one employee to another; and they may or may not be communicated, even where uttered, beyond the initial audience. Most important, even where threats are uttered, accurately repeated, and widely disseminated the threats may be disbelieved and thus fail to influence employee action. In short, we can be sure that employees will hear the same words differently, and react to them with far greater diversity than they will react to the occurence of a demonstrable event.

This distinction between action and speech requires that in each case where a *Gissel* remedy is sought exclusively on the basis of threats,[14] we must attempt to answer three specific, but closely related, questions:

1. What actions were threatened?

2. Were the threats under all circumstances, likely to be seriously regarded?

3. How widely were the threats disseminated among the employee group?

In this case, my colleagues and I agree substantially with respect to the answers to the first two questions and the significance which attaches to those answers. It is the third point upon which we disagree and it is upon that disagreement that my dissent is based.

1. *What actions were threatened:* My colleagues have accurately stated that the threats made in this case involved a threat of loss of employment for some or all unit employees and, for that reason, are of the gravest consequence. The threat of plant closing has long been recognized as a uniquely destructive tool. Threats of stricter work rules enforced by discharge, though less serious, may nonetheless be beyond the reach of standard remedies depending on the milieu in which they occur.

I believe that the threat of plant closure must be regarded, for *Gissel* purposes, as more coercive than any other threat, and more likely to have a lasting impact on an employee group. The reasons seem quite plain to me. The threat of plant closure is the one serious threat of economic disadvantage which is wholly beyond the influence of the union or the control of the employees.[15]

One may draw a sharp contrast in this case between the threat of closure and the lesser threats of more stringent enforcement of attendance rules and smoking restrictions. Employees might have several grounds to view the latter threats as less serious, but would certainly have two. First, they would understand that the threatened discipline could be avoided by their own adherence to already well known rules. That is, even if the threatened action were taken, discipline would not be a certainty as to any employee. Second, and in my view considerably more important, most employees will understand—and they will surely be told repeatedly by union organizers—the matter of enforcement of work rules is a subject of bargaining. If the union is designated as representative, the employees will be able to use their collective strength to resist changed enforcement measures, and they will know it.

A threat of plant closure is different. The employees will understand that their own actions or inactions will not influence their continued employment. I think it safe to assume, as well, that most employees understand that union representation is no safe-guard against plant closure.[16]

2. *Were the threats likely to be seriously regarded:* This question requires us to grapple with the most elusive concept in the *Gissel* construct. In attempting to answer this question we must rely as much on our common sense and generalized experience in labor relations as upon the decisions of the Board and courts. There are, however, several considerations which will ordinarily enlighten our deliberations.

a. *Source of the threats:* A threat of discipline, discharge, or plant closure delivered, as in this case, by the shop owner or plant manager will ordinarily be more credible than the same threat by a low level supervisor who is known to lack the authority to effect his threat.

b. *Deliberateness of the threats:* Coercive statements in campaign literature or to purposely summoned employees or groups will ordinarily be more seriously regarded than similar statements arising during an infor-

[14] I believe these general principles are equally applicable to the analysis of other 8(a)(1) violations such as coercive interrogation and promises of benefit, as well as to the analysis of assertedly "isolated" 8(a) (3) conduct.

[15] *The Sinclair Co.*, 164 NLRB 261, enfd. 397 F.2d 157 (C.A. 1), affd. *sub nom N.L.R.B.* v. *Gissel Packing Co., supra.*

[16] *Textile Workers Union of America* v. *Darlington Manufacturing Co.*, 380 U.S. 263.

mal discussion or in the casual give-and-take of the shop floor or beer parlor.

c. *Generality of the threats:* A threat of specific action or discipline is likely to be more seriously regarded than a generalized threat of unidentified harm or disadvantage.

I conclude from the facts of this case that the threats which were made were likely to be seriously regarded by the employees. They were made by the general manager who was known to have the authority to effect the actions threatened. Although the force of the threats might be somewhat mitigated by the fact that they came during discussions with individual employees, that factor is, in my judgment, overborn by the fact that each of the threats was quite specific in the nature of the action threatened.

3. *Were the threats disseminated:* The record is silent on whether the single threat of plant closure, made to one employee who resigned shortly thereafter, was ever communicated to any other employee. Nor does the record show that the lesser threats were ever repeated by the employees to whom addressed. On that state of the record, I am unwilling to hold that the General Counsel discharged the burden of showing that the threats affected the employee group. I am unwilling to engage in the presumption of my colleagues, and put the Respondent to the impossible burden of showing the absence of dissemination. In evidentiary terms, it makes no sense whatever to permit the only witness who heard a threat to testify that the threat was made but to remain silent on the question whether he disclosed the threat to any other employee. A chain of dissemination is a relatively easy matter to establish through testimony of employees who participated in the transmission. But nondissemination is virtually impossible to prove except by the denial of most or all of the employees in the affected group. I suggest that my colleagues, under the guise of an evidentiary presumption, have erected in fact a rule of law that dissemination of every threat will be conclusively presumed.

In summary, I do not doubt that the statements by Respondent could have affected the election atmosphere, interfered with the free exercise of employee choice, and prevented the conduct of a fair rerun election. In my view, however, there is not sufficient showing that that occurred. I would deny the requested order to bargain, and I respectfully dissent.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT interrogate employees about statements given to agents of the National Labor Relations Board.

WE WILL NOT threaten to enforce a no-smoking rule if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT threaten to impose a tardiness rule, or threaten employees with discharge through the implementation of this rule, if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT threaten to refuse to make loans to our employees if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT threaten to cease providing our employees with coffeebreaks (or free coffeebreaks) if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT threaten to close the plant if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT threaten employees with layoffs if work is scarce, contrary to our established practice of avoiding layoffs, if a majority of our employees selects International Union of District 50, United Mine Workers of America, or any other labor organization, to represent them.

WE WILL NOT refuse to bargain collectively with International Union of District 50, United Mine Workers of America, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain

from any and all such activities, except to the extent that such right is affected by the proviso to Section 8(a)(3) of the Act.

WE WILL, upon request, bargain with the above-named Union as the exclusive representative of all our employees in the bargaining unit described below with respect to rates of pay, wages, hours, and other terms and 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 of General Stencils, Inc., employed at its plant, exclusive of guards, watchmen, and all supervisors as defined in Section 2(11) of the Act.

All our employees are free to become or remain, or refrain from becoming or remaining, members of the above-named Union or any other labor organization.

GENERAL STENCILS, INC.
(Employer)

Dated By
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

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

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11201, Telephone 212–596–3535.