

In the Matter of PREMIER-SOUTHERN TICKET COMPANY, INC. and CINCINNATI PRINTING PRESSMEN'S UNION NO. 11 AFFILIATED WITH THE INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION OF NORTH AMERICA, A. F. L.

Case No. 9-CA-106.—Decided March 15, 1950

DECISION
AND
ORDER

On December 16, 1949, Trial Examiner William F. Scharnikow issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices in violation of Section 8 (a) (1) and 8 (a) (3) of the Act, as amended, 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.

The Board¹ has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Intermediate Report, the Respondent's brief and exceptions, and the entire record in the case and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Premier-Southern Ticket Company, Inc., Cincinnati, Ohio, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and

¹ Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this proceeding to a three-member panel [Chairman Herzog and Members Houston and Reynolds].

Assistants' Union of North America, A. F. L., or in any other labor organization of its employees, by discriminatorily discharging employees or by discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., 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, or to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

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

(a) Offer to George Reising immediate and full reinstatement to his former position or to a substantially equivalent position without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered by reason of the Respondent's discrimination against him, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of his discharge to the date of the Respondent's offer of reinstatement, less his net earnings during the period;

(b) Post at its plant in Cincinnati, Ohio, copies of the notice attached to the Intermediate Report, marked Appendix A.² Copies of said notice, to be furnished by the Regional Director for the Ninth 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 Ninth Region (Cincinnati, Ohio), in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply therewith.

² Said notice, however, shall be, and it hereby is, amended by striking from line 3 thereof the words "The recommendations of a Trial Examiner" and substituting in lieu thereof the words "A Decision and Order." In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be inserted before the words, "A DECISION AND ORDER," the words, "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Mr. William A. MacGowan, for the General Counsel.

Mr. Robert G. McIntosh, of Cincinnati, Ohio, for the Respondent.

Mr. John Woods, of Cincinnati, Ohio, for the Union.

STATEMENT OF THE CASE

Upon a charge duly filed on January 3, 1949, by Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., herein called the Union, the General Counsel of the National Labor Relations Board,¹ by the Acting Regional Director for the Ninth Region (Cincinnati, Ohio), issued a complaint dated August 19, 1949, against Premier-Southern Ticket Company, Inc., of Cincinnati, Ohio, 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 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, as amended,² herein called the Act. Copies of the complaint, the charge, a notice of hearing, and an order postponing hearing were duly served on the Respondent and the Union.

With respect to the unfair labor practices, the complaint alleges in substance: (1) that, on or about November 1, 1948, and since that date, the Respondent in violation of Section 8 (a) (1) of the Act has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act (a) by interrogating its employees concerning their union affiliation, their union activity, the instigation of the Union, and whether they would vote for a union if they had a vote; (b) by expressing disapproval of unions to its employees and threatening to close the plant before permitting a union to come into the plant; and (c) by threatening its employees with reprisals for participation in union activity; and (2) that, in violation of Section 8 (a) (1) and (3) of the Act, the Respondent on or about December 23, 1948, discharged employee George Reising and has since failed and refused to reinstate him to his former position because of his membership in, and his activity on behalf of the Union, thereby discriminating in regard to his hire and tenure of employment in order to discourage membership in the Union.

By way of answer to the complaint, the Respondent filed a "statement" admitting certain allegations of the complaint but denying the commission of any unfair labor practices. In its "statement," the Respondent further asserts that the discharge of George Reising was based upon his inefficiency as an employee and damage which he caused to property belonging to the Respondent.

Pursuant to notice, a hearing was held in Cincinnati, Ohio, on September 27, 28, and 29, 1949, before the undersigned Trial Examiner, duly designated by the Chief Trial Examiner. The General Counsel, the Respondent, and the Union participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues. At the conclusion of the General Counsel's case-in-chief, the undersigned denied a motion by the Respondent to dismiss the complaint on the ground that the proof that the Respondent had discriminatorily discharged George Reising was not sufficient. At the conclusion of the case, the undersigned also denied

¹ The General Counsel and his representative at the hearing are herein referred to as the General Counsel; and the National Labor Relations Board, as the Board.

² Public Law 101, 80th Congress, Chapter 120, 1st Session.

a motion made by the Respondent to strike from the record as hearsay all testimony concerning statements allegedly made by Charles W. Zieber, Jr., the president of the Respondent. The parties waived oral argument at the hearing. Since the hearing, however, the undersigned has received briefs from the General Counsel and the Respondent.

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

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Respondent, an Ohio corporation with its principal office and place of business at Cincinnati, Ohio, is engaged in the printing of tickets, business forms, and stationery. Its annual purchases of materials amount approximately to \$50,000 in value, about 50 percent of which is purchased outside the State of Ohio and shipped to its plant in Cincinnati, Ohio. Its annual sales amount to approximately \$125,000 in value, about 60 percent of which is represented by products shipped from the Respondent's plant in Cincinnati, Ohio, to points outside the State of Ohio.

The undersigned finds that the Respondent is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., is a labor organization admitting to membership employees of the Respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

In October 1948, employee George Reising distributed among his fellow production employees at the Respondent's plant, printed postcards which were provided by, and addressed to, the Printing Trades Unions of the American Federation of Labor, and which, when filled out by the employees, authorized the Printing Trades Unions, which included the charging Union, to act as their bargaining representative. Some, if not all of the employees, filled out and mailed these cards.³ At the time of his distribution of these cards, Reising also discussed with his fellow employees in the shop, the advisability of their thus authorizing the Unions which constituted the Printing Trades Unions to represent them as their collective bargaining agent, and then invited them all to attend a meeting with International Representative Welshhans of the Union, and Representative Case of the Bookbinders Union. Six or seven of the employees attended this meeting which was held late in November or early in December 1948, and were introduced to Welshhans and Case by Reising who thereupon outlined their dissatisfaction with the working conditions in the Respondent's plant.

During the first week of December 1948, Welshhans and another union representative visited the Respondent's plant and informed Charles W. Zieber, Jr., the president of the Respondent, that the Union had been selected by the employees to represent them. The Respondent entered into a stipulation with the

³ Cards filled out and mailed by employees James R. Stoutemyer, Robert Tauber, George Reising, Fred Nurrenberg, Joseph Heim, Dean Murdock, and David Horner, were received in evidence.

Union for a consent election to be held by the Board's Regional Director for the purpose of determining whether the Respondent's employees wished to be represented by the Union. In accordance with the stipulation and the result of the election which was held on December 28, 1948, the Regional Director thereafter certified the Union as the representative of the Respondent's employees.

On the day that the union representatives visited President Zieber in the first week of December or within a few days thereafter, Zieber called into his office a number of the employees and spoke to them about their interest in the Union. He asked Compositor William C. Peake what he knew "about this Union business" and who had started it, and then said to Peake, "I want you to know once and for all there won't be any union in this shop. If you don't like the way things are run around here, you can get the hell out. I will shut the place down before I have a union." Zieber also asked Peake whether Compositor Maschmeier was "in on" the Union and requested that Maschmeier be sent in to the office. When Maschmeier came in, Zieber asked him whether he was a member of the Union and told Maschmeier, too, that he would close the plant before he would have a union, and that if the employees did not like it, they could get out.⁴ On the same day, Zieber also asked Pressman Dean Murdock if he had started "this union business," and, if not, who had done so, adding that "it won't do him any good," that if the employees did not like the way the shop was being run, they could get jobs elsewhere, and that he would rather close his plant than have a union tell him what to do. At about the same time, Zieber told employee Olivia Regensburger during two shortly separated conversations, that he was surprised at her "signing up for the Union," that he would not have the Union coming in and telling him what to do, and then, that "I don't know what they are asking for." To Pressman James R. Stoutemyer, too, Zieber repeated his general statement to the effect that he did not want a union, and "would close the place down first." Finally, Zieber, after asking Pressman Joseph Heim whether he had sent in a union card and saying that he would close the plant rather than have outsiders come in to tell him how to run his business, also told Heim that if they all stuck with Reising long enough, they would starve to death.

Upon the foregoing evidence, the undersigned finds that the Respondent, through President Zieber's questioning its employees concerning their activities on behalf of the Union and threatening to close the plant if the Union organized them, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act.

B. The discharge of George Reising

George Reising, whose efforts led to the employees' selection of the Union as their bargaining representative, began working for the Respondent on July

⁴The findings made in the text as to Zieber's interrogation of, and statements to, the Respondent's employees are based in each case upon the credible testimony of the employee. On February 8, 1949, Zieber was adjudged insane and committed to a mental hospital by an order of an Ohio Probate Court. On May 13, 1949, Zieber was permitted to return to his home on a "trial visit." Zieber was not offered as a witness in the hearing in the present case in the latter part of September 1949. Maschmeier's and Peake's testimony that they had been interrogated as to their interest in the Union, was corroborated in the testimony of Lester Boullie, the Respondent's treasurer, who said, however, that Zieber did not threaten the closing of the plant. The findings in the following portions of the text as to statements made by Zieber to other employees on the same day or within the next few days, are based in each case on the uncontradicted, though uncorroborated, testimony of the particular employee that such statements were made to him or to her by Zieber, no one else being present at the time.

15, 1946, as assistant to the shipping clerk. Shortly thereafter, he worked a few months as the operator, first, of one of the Respondent's large presses and then of a small press known as the baby press. He then returned to the shipping room where he worked as assistant to the shipping clerk and later on a paper cutting machine. Finally, in August 1948, he was again assigned to the press-room, where he operated the baby press on the night shift until his discharge on December 23, 1948.

The baby press is a flat press used for printing five tickets at a stroke on a stream of paper which is automatically fed from a roll at one end and rerolled at the other end. In essence, the press itself consists of a combination of four vertical presses so arranged as to make three successive overlaying impressions or printings on the upper surface of the paper for the faces of the tickets, and a fourth and final impression on the underside of the paper, for the backs of the tickets. In each of the four combined presses, the type is placed in a flat frame known as a chase and firmly secured in position by wedges or quoins between the type and the chase. The chase for each press is then put into the "head" of the press containing the ink rollers and rods which, on each stroke, thrust the type in the chase against the paper on the beds of the press. Two kinds of tickets are printed on this press: (1) special or theatre tickets, on which one of the four presses is used to print the name of the customer-theatre on the face of the ticket, and (2) stock tickets on which the customer's name does not appear and which, therefore, do not require the use of one of the four presses. Thus, in stock tickets, three impressions at most are made and one of the four presses is therefore idle.

On the night of December 21, 1948, the quoins came out of the chase on the baby press shortly after Reising had started the press on the night shift. As a result, the type fell out of the chase, the head and the type were smashed, the gears on the head were broken, and the rods were bent. There was no supervisor on the night shift. Although Reising and Dean Murdock, a more experienced pressman operating another press on the same shift, tried for several hours to fix the press, they were unsuccessful and Reising punched his time card and went home early in the morning of December 22.

When the day shift reported later that morning, Murdock told Superintendent Glenn Springer, who worked only on the day shift, that the quoins and type had fallen out of the chase and that he had spent some time with Reising in an unsuccessful attempt to fix the press. He did not, however, express, nor was he asked for, any opinion as to whether the accident was Reising's fault. Springer informed Lester Boullie, the Respondent's treasurer, of the accident, and Boullie, in turn, notified President Zieber. Neither Springer, Boullie, nor Zieber ever asked Reising, Murdock, or Joseph Heim, the only pressman who had been working that night, how the accident had happened. And, although Springer told Boullie he thought it was Reising's fault, he made no recommendation as to whether Reising should be discharged or otherwise disciplined.

Receiving no warning that he was about to be discharged nor any opportunity to explain his accident, Reising worked his regular shift on the baby press on the night of December 22, and went home at the end of the shift on the morning of December 23. That afternoon, however, the Respondent's porter delivered to him at his home a letter from President Zieber stating that he was discharged because of the accident and the damage to his press, and that he should surrender his key to the plant to the bearer of the letter.

Although Reising never heard anything else from the Respondent concerning his discharge, employee Fred Nurrenberg testified without contradiction, and the undersigned credits his testimony, that on the day Reising was discharged, President Zieber told Nurrenberg that he had discharged Reising; that he didn't want Reising "around there any more"; that Reising's "vote would count for the Union" in the coming representation election; and that Reising had been "the cause of the trouble."

But the Respondent, principally through the testimony of Boullie, denies this explanation of Reising's discharge. Boullie testified that on December 22, the day after Reising's accident, he told Zieber that he thought they should discharge Reising because of the accident and a preceding "series of events" involving Reising; that Zieber said they could not discharge Reising "on account of the Union"; that Boullie replied that he thought the Respondent certainly had the right to discharge a man for "smashing up" a valuable piece of equipment; and that Boullie thereupon telephoned to the Respondent's attorney, but, being unable to reach him that day, received confirmation of his belief that Reising might be discharged, only on the following morning, December 23.

In thus attributing Reising's discharge not only to the accident of December 21, but also to a preceding "series of events," Boullie testified that he could not recall whether he and Zieber had discussed the specific incidents which constituted the "series." He testified, however, that these earlier incidents were well known both to him and to Zieber and consisted of the following: (1) Two accidents in October 1948 which damaged Reising's baby press during his operation and which were caused, like the accident of December 21, by the loosening of quoins in the chase; (2) a mix-up in routing of printed material to customers caused by Reising while he was working in the shipping room, apparently in the late spring or early summer of 1948; (3) the spoiling of tickets through offset printing, due to excessive inking, which occurred early in 1948;⁵ (4) drinking on two occasions when Foreman Springer sent him home from work; (5) criticism of the low production of employees on the night shift before he, himself, was assigned to that shift in August 1948; and (6) failures to punch his time card upon starting work on three occasions, the first in September 1947, and the second and third in December 1948, just before his discharge.

Laying aside for the moment Reising's accident of December 21, 1948, and his similar accidents in October 1948, the undersigned does not believe, upon the evidence before him, that the Respondent's consideration of the other earlier incidents contributed to its decision to discharge Reising. The mix-up in routing and the spoiling of the tickets by offset printing were isolated instances of mistakes which were not serious nor chronic, which occurred long before the discharge, and which, according to the credible testimony of Reising, were not made the basis of any reprimand or warning at the time. Similarly, it appears that the occasions when Reising was sent home for drinking were before August 1948, at least 4 months before the discharge, and that Reising gave the Respondent no later cause for objection on this score.⁶ As for Reising's alleged criticism of the low production of other employees and his

⁵ Reising testified that although he was working regularly in the shipping room at the time, he had been assigned for a day or two to the operation of one of the presses.

⁶ Although neither Springer nor Boullie was able to fix the time of these incidents in his testimony, Reising himself credibly testified that he stopped drinking in August when he joined Alcoholics Anonymous and employee Olivia Regensburger, whose complaint led to Reising's being sent home, testified that she noticed only once that Reising was under the influence of liquor, and that was shortly after Reising had been employed by the Respondent.

failure to punch in on his time card on three occasions in 2½ years of employment, they are not the sort of things that prompt an employer to discharge an employee. Moreover, Reising testified, and the undersigned credits his testimony, that he was not reprimanded for his failure to punch his time card and that, as a matter of fact, it was Zieber, and not Reising, who suggested that Reising work in the pressroom to check the other employees' production.

There remains the final question: Did the Respondent discharge Reising, as the Respondent contends, because Reising failed to keep the quoins tight in the chase and thus caused two breakdowns of the baby press in October and a third breakdown on December 21, 1948? Or did the Respondent discharge Reising, as the General Counsel contends, because he was the leader of the movement to organize its employees?

The facts in the case strongly indicate that the Respondent discriminatorily discharged Reising. As has already been found, Reising, who had started and was leading the attempt of the Respondent's employees to secure representation by the Union, was discharged less than a week before the representation election was held. Just before his discharge, President Zieber of the Respondent not only questioned Reising's fellow employees about the leadership and support of the union movement among them and threatened to close the plant rather than permit the Union to tell him what to do, but, in the course of doing so, also told Pressman Heim that if they stuck with Reising, they would starve to death. Then, after Reising's discharge, Zieber told employee Nurrenberg in substance that Reising had been discharged because he had been "the cause of the (union) trouble," and "his vote would count for the Union" in the election. Finally, the Respondent's attempt in the present proceeding to justify Reising's discharge in part upon remote and inconsequential incidents which obviously had no reasonable bearing upon the much later decision to discharge him, indicates an intention to conceal the actual reason for the discharge.

In contrast, the record provides weak support for the Respondent's contention that it discharged Reising because of three similar accidents on the baby press in October and December 1948. The undersigned does find, upon Foreman Springer's testimony, that the baby press, while being operated by Reising on the night shift, broke down on two occasions in October, as well as on December 21, and that the accident in each instance was caused by loosening of the quoins in the chase.⁷ The undersigned also finds, as Press Operator Murdock and Boullie testified, that, almost 3 years before Reising was discharged, the Respondent discharged Tony Greco, another operator, after Greco had such an accident. But, in the factual setting of the present case, these facts are not sufficient to overcome the strong evidence of the Respondent's discrimination against Reising.

⁷ This finding is made in spite of some doubt raised by Reising's testimony as to whether the accidents in October occurred during his operation of the baby press on the night shift or during its operation by someone else on the day shift. Reising testified on direct examination that he had no serious breakdown in October 1948, nor, for that matter, until December 21, but that, in October 1948, there had been a breakdown on the baby press while it was being operated by either John Decker or Robert Tauber on the day shift, and that, as a result, one of the four presses in the combination was down for a few weeks, during which he was able to print only stock tickets. When asked on cross-examination, however, whether the quoins had come loose and the type had been smashed during his operation of the press on October 8, and again on October 10, Reising said that he could not remember without referring to his own production reports for those days. The production reports of the operators for the period prior to November 1, 1948, had not been preserved by the Respondent and were, therefore, not available.

Neither Springer's testimony nor any other evidence in the record justifies a finding that, at the time of the October accidents, Foreman Springer either took Reising to task or cautioned him to be careful in the future. Reising testified merely that he did not remember that Springer had given him any such caution in or after October. And, although Springer at first testified that when the October accidents occurred, he cautioned Reising to be very careful about locking the type tightly in the chase, and *showed* him how to do it, he later testified that he said nothing at all to Reising after the first October breakdown; that when he came to work on the morning after the second accident, either he spoke to Reising, or, if Reising had already gone home, he left a note for him that night; that he did speak to Reising the second morning following the second October accident and told Reising to be careful, but that he did not remember whether he then also spoke to Reising about the first accident, whether Reising said anything at all, or "what we talked about." The uncertainties and vacillations in Springer's testimony and the fact that Reising did not remember receiving any warning or caution from Springer in October, impel the undersigned to find that Springer did not caution Reising at that time.

Nor, in the face of the strong evidence of discrimination against Reising, does the mere occurrence of three similar accidents during his operation of the baby press, satisfactorily explain why Reising was summarily discharged without investigation of whether he was actually at fault and without affording him an opportunity to explain. In this connection, the undersigned rejects the testimony of Foreman Springer that all such accidents in which quoins fall out of the chase are clearly the fault of the operator. Instead, as proof of possible explanations of the accident of which Springer and the Respondent must have been aware but did not investigate, the undersigned credits the testimony of Reising and Murdock that quoins may be loosened by the vibration of the press and that the baby press was in such bad condition throughout the fall of 1948 that there were numerous breakdowns.

Finally, the evidence concerning Greco's discharge in 1946 shows that, although he was discharged after an accident in which his press broke down because of the loosening of the quoins, the accident was not the only reason for his discharge.⁸ Indeed, that the Respondent does not ordinarily discharge operators because of this type of accident or even its repetition (and certainly not summarily) is apparent from the credible testimony given by Press Operators Murdock, Nurrenberg, Stoutemyer, Decker, Tauber, and Heim that each of them had one or more such accidents while operating the baby press and some of the larger presses; that in these cases the type had also been smashed; that after these accidents, some of these men had been cautioned by Foreman Springer to be sure that the quoins were tight; but that none of them had been disciplined or warned of discharge.

Upon the foregoing considerations, the undersigned concludes that the Respondent discharged Reising because of his leadership in organizing its employees rather than for any of the reasons given by Boullie in his testimony. No other conclusion is possible in view of the cumulative force of (1) President Zeiber's remarks to the employees before Reising's discharge; (2) his later

⁸ In a letter, dated March 4, 1946, in which he explained low production to a principal stockholder and customer, President Zieber of the Respondent referred to the "terrible shape" of the Respondent's presses and also Greco's recent accident and discharge. Speaking of Greco's discharge in this letter, Zieber said, "We *finally* let him go. He has been the fly in the ointment for some time. . . ." [Emphasis supplied.]

statement to Nurrenberg ascribing Reising's discharge to his being "the cause of the (union) trouble"; (3) the Respondent's attempt in the present proceeding to justify the discharge in part upon grounds that obviously had no reasonable relation to the much later discharge; (4) the fact that Reising was summarily discharged without opportunity to defend himself or any investigation of whether he was actually at fault; and (5) the fact that the accidents for which he was ostensibly discharged have not ordinarily been made the basis for discharging other employees. The undersigned, therefore, finds that the Respondent in violation of Section 8 (a) (1) and (3) of the Act discriminated against Reising by discharging him on December 23, 1948, because of his activities on behalf of the Union, thereby discouraging membership in the Union and interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

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 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 within the meaning of Section 8 (a) (1) and (3) of the Act, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

The undersigned has found that the Respondent discriminated against George Reising in regard to his hire and tenure of employment thereby discouraging membership in the Union, a labor organization. It will be recommended that the Respondent offer George Reising immediate and full reinstatement to his former position or a substantially equivalent position,⁹ without prejudice to his seniority or other rights and privileges; and that the Respondent also make the said George Reising whole for any loss of earnings suffered by him by reason of the Respondent's discrimination against him, by payment to him of a sum of money equal to that which he would normally have earned as wages from the date of the discrimination against him, December 23, 1948, to the date of the offer of reinstatement, less his net earnings during that period.¹⁰

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. Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., is a labor organization within the meaning of Section 2 (5) of the Act.

2. By discriminating in regard to the hire and tenure of employment of George Reising, and thereby discouraging membership in Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and

⁹ See *The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch*, 65 NLRB 827.

¹⁰ *Crosssett Lumber Co.*, 8 NLRB 440, 497-498.

Assistants' Union of North America, A. F. L., the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (3) of the Act.

3. 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 (a) (1) of the Act.

4. 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, the undersigned hereby recommends that the Respondent, Premier-Southern Ticket Company, Inc., of Cincinnati, Ohio, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., or in any other labor organization of its employees, by discriminatorily discharging employees or by discriminating in any other manner in regard to their hire or tenure of employment or any term or condition of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Cincinnati Printing Pressmen's Union No. 11, affiliated with the International Printing Pressmen and Assistants' Union of North America, A. F. L., 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, or to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act, as guaranteed in Section 7 thereof.

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

(a) Offer to George Reising immediate and full reinstatement to his former position or to a substantially equivalent position without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may have suffered by reason of the discrimination of the Respondent against him by payment to him of a sum of money equal to that which he normally would have earned from the Respondent from the date of the Respondent's discrimination against him to the date of the offer of reinstatement, less his net earnings during the period;

(b) Post at its plant in Cincinnati, Ohio, copies of the notice attached hereto and marked Appendix A. Copies of said notice, to be furnished by the Regional Director of the Ninth Region, shall, after being duly signed by the Respondent, be posted by it 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 Ninth Region in writing within twenty (20) days from the date of the receipt of this Intermediate Report, what steps the Respondent has taken to comply with the foregoing recommendations.

It is further recommended that, unless the Respondent shall, within twenty (20) days from the receipt of this Intermediate Report, notify the Regional Director for the Ninth Region 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 203.46 of the Rules and Regulations of the National Labor Relations Board any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report and Recommended Order 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 six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report and Recommended Order. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor 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.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 16th day of December 1949.

WILLIAM F. SCHARNIKOW,
Trial Examiner.

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 NOT in any manner interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form labor organizations, to join or assist CINCINNATI PRINTING PRESSMEN'S UNION No. 11, affiliated with the INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION OF NORTH AMERICA, A. F. L., 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, or to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act, as guaranteed in Section 7 thereof.

WE WILL OFFER to the employee named below immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination.

George Reising

All our employees are free to become, remain, or refrain from becoming members of CINCINNATI PRINTING PRESSMEN'S UNION No. 11, affiliated with the INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION OF NORTH AMERICA, A. F. L., or any other labor organization, except to the extent that the right to refrain may be affected by a lawful agreement requiring membership in a labor organization as a condition of employment. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

PREMIER-SOUTHERN TICKET COMPANY, INC.,
Employer.

By _____
 (Representative) (Title)

Dated _____

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