

In the Matter of A. J. SHOWALTER COMPANY and INTERNATIONAL
BROTHERHOOD OF BOOKBINDERS, LOCAL NO. 129, A. F. OF L.

Case No. 10-C-1603.—Decided October 30, 1945

Mr. Mortimer H. Freeman, for the Board.

Mr. Carlton McCamy, of Dalton, Ga., and *Mr. Barry Wright*, of Rome, Ga., for the respondent.

Mr. Walter F. Barber, of Atlanta, Ga., for the Union.

Miss Melvern R. Krelow, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon a charge duly filed on August 11, 1944, by International Brotherhood of Bookbinders, Local No. 129, A. F. of L., herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Tenth Region (Atlanta, Georgia), issued its complaint dated November 2, 1944, against A. J. Showalter Company, Dalton, Georgia, 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, were duly served upon the respondent and the Union.

Concerning unfair labor practices, the complaint alleged in substance that the respondent's bindery and shipping employees constitute a unit appropriate for the purposes of collective bargaining; that on or about August 10, 1944, and at all times thereafter, the respondent refused to bargain collectively with the Union as the statutory representative of such employees; that since August 10, 1944, the respondent has expressed disapproval of the Union, interrogated its employees concerning their affiliation, urged, persuaded, threatened, and warned its employees to refrain from assisting or becoming members of the Union, and has aided and encouraged its employees to

withdraw their membership from the Union; and that by the foregoing conduct the respondent has violated Section 8 (1) and (5) of the Act. Thereafter, the respondent filed an answer, admitting those allegations of the complaint pertaining to its corporate existence and the nature and character of the business transacted by it, but denying the commission of any unfair labor practices.

Pursuant to notice, a hearing was held on November 17 and 18, 1944, at Dalton, Georgia, before R. N. Denham, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel, and the Union by a representative; all participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. Near the close of the hearing, the Trial Examiner granted a motion by counsel for the Board to conform the pleadings to the proof respecting formal matters. During the course of the hearing, the Trial Examiner ruled on other motions and on objections to the admission of evidence. The Board has reviewed all the rulings of the Trial Examiner and finds no prejudicial error. The rulings are hereby affirmed insofar as they are consistent with our Decision and Order. No oral argument before the Board was requested by any of the parties, and none was held.

On January 29, 1945, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the parties, in which he recommended that the complaint be dismissed. Thereafter, the attorney for the Board filed exceptions to the Intermediate Report and a supporting brief, and the respondent filed a reply brief. The Board has considered the exceptions to the Intermediate Report and the briefs filed and, insofar as the exceptions are consistent with the findings, conclusions, and order set forth below, finds them to have merit.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, A. J. Showalter Company, is a Georgia corporation having its office and principal place of business at Dalton, Georgia, where it is engaged in the printing and book bindery business, and also prints and circulates two weekly newspapers, the Dalton Citizen and the Dalton News. In the course and conduct of its business during the last calendar year, the respondent purchased raw materials, valued in excess of \$35,000, of which approximately 40 percent was received from points outside the State of Georgia. During the same period, the respondent sold and delivered circulars, religious song-books, and miscellaneous other printed matter, valued at approxi-

mately \$125,000, of which more than \$70,000 was shipped to destinations outside the State of Georgia. The respondent concedes, and we find, that it is engaged in commerce within the meaning of the Act.

II. THE ORGANIZATION INVOLVED

International Brotherhood of Bookbinders, Local No. 129, is a labor organization affiliated with the American Federation of Labor, admitting to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

A. *Interference, restraint, and coercion*

The operations of the respondent are carried on in a newspaper department, a magazine department, a composing room, a typesetting room, a stereotype room, and a bindery department which includes the shipping department. The total employment in all departments is about 100 persons. This proceeding, however, is concerned only with the bindery and shipping departments, in which 32 employees, including the foreman and porter, are employed.

Early in June 1944, a group of the respondent's bindery employees discussed the formation of a labor organization for the purposes of collective bargaining. On July 10, 1944, upon formal application by some 13 or 15 bindery employees, International Brotherhood of Bookbinders, A. F. of L., issued a charter for Local No. 129 at the respondent's plant. Thereafter, 5 other employees signed membership applications. No further effort to perfect organization was made until August 8, 1944, when Walter F. Barber, International Representative of the parent organization, arrived in Dalton.

On August 9, 1944, Barber held an open organizational meeting among the employees in the bindery and shipping departments. O'Brian, the foreman of the respondent's bindery department, attended upon the invitation of Barber. At the end of the open meeting, O'Brian and others who had not affiliated with the Union left the meeting room. The membership then proceeded to transact union business and elected the following officers: Agnes Herndon, president; Clifford C. Gulledge, Jr., vice president; and Benjamin Trammel Edwards, secretary-treasurer. Finally, Barber addressed the membership. Among other things, he told them of methods used by employers to discourage unions, specifically mentioning that one such method was the granting of wage increases and stating that he would not be surprised if they were offered a pay raise by the respondent. He instructed them, however, to accept such a raise if it should be offered. He also stated that on the following day he would call on Leon A. Lee,

the respondent's president, to request recognition and negotiation of a contract.

On the morning of August 10 at about 9 o'clock, Barber telephoned Lee and, after identifying himself as a representative of International Brotherhood of Bookbinders, stated: "Your workers have seen fit to affiliate with our International Union. I would like to discuss with you recognition and conditions of a contract."¹ Lee replied that he was then busy with his auditor, but requested Barber to call him again in about 2 hours. Accordingly, at about 11 o'clock, Barber again telephoned Lee in an effort to arrange a conference. After Lee advised Barber that he could not meet him either during the morning or at lunch, and that he expected to be with his auditor all day, Barber told Lee that he had planned to leave Dalton on the 3:40 train that afternoon, but would stay over if he could arrange a meeting for the next day. With respect to the rest of the second telephone conversation, we find, as did the Trial Examiner, that there was a misunderstanding between Lee and Barber concerning an appointment for August 11. Barber was under the impression that Lee would not see him the following day; whereas, Lee, who testified that he did not then know Barber to be a union representative, thought that he had made it clear that he would see Barber any time during the morning of August 11.

On August 10, shortly after his last conversation with Barber, Lee spoke with O'Brian, the bindery foreman, and Arthur G. Holland, the shipping clerk, and admittedly learned that the respondent's bindery employees had joined the Union and that Barber, its International Representative, desired to bargain collectively with the respondent on their behalf. During his conversation with Holland, Lee mentioned that he was unable to give Barber an interview that morning because he was busy with his auditor. Upon Holland's suggestion that Lee see Barber, Lee said that he would call Barber after lunch. Holland reported this to Edwards, the secretary-treasurer of the Union, who communicated with Barber during the noon hour, and asked him to wait for Lee's call. Barber waited for Lee's call until shortly before train time. Lee called Barber shortly after 4 o'clock, but Barber had already checked out of the hotel.

At about 4 p. m. on August 10, Lee called to his office the five bindery employees oldest in point of service, all being union members, including Agnes Herndon, the union president. Lee told them that he had received approval from the War Labor Board to grant them wage

¹ Unlike the Trial Examiner, we find that Barber's statement constitutes a request to bargain, within the meaning of Section 8 (5) of the Act. See *N L R B v. Biles Coleman Lumber Co.*, 98 F (2d) 18 (C C A 9), *N L R B v. Tehel Bottling Company*, 129 F. (2d) 251 (C C A 8); and *Matter of Twin City Milk Producers Association*, 61 N L R B 69

increases,² but that he was undecided about putting the increases into effect because he had learned that morning that they had joined the Union and was therefore afraid he would get into trouble by doing so "in the face of the Union." Lee also then told the group that, while he had no objection to the employees joining the Union, he understood that W. R. C. Smith Publishing Company, a customer of the respondent, previously had sustained a loss as a result of a strike in a certain union printing shop which had formerly done work for Smith; that since then Smith had refused to have its work done in a union plant; that if the respondent's employees unionized, Smith might withdraw its business from the respondent; and that if that occurred, the respondent would probably have to close the bindery because the Smith account represented about 95 percent of the work in the bindery.³ It does not appear that Lee called to his office employees of any other department or spoke to them on this subject. After leaving Lee's office the group of employees reported Lee's conversation to the other bindery employees. Later in the afternoon, Lee repeated the above statements to bindery employees Edwards and Gulledge.⁴

On August 11, during a conversation in the pressroom between Gulledge and Lee, Gulledge asked Lee why the Smith Company had not taken its work out of the respondent's plant when its employees had organized previously.⁵ Lee replied, according to the uncontradicted testimony of Gulledge, which we credit, that the respondent had then refused to recognize the Union. Gulledge then asked Lee "how he thought they [the union members] would vote," and Lee said he did not care how they voted but that he thought they all ought to get together and talk it over before they voted. Upon a further inquiry

² On June 1, 1944, the respondent filed an application with the War Labor Board for leave to widen the range of pay rates applicable throughout the plant. That such application was pending was common knowledge among the employees, however, we find, contrary to the Trial Examiner, that Barber had no knowledge of such application. On August 5, the respondent received approval from the War Labor Board to grant the employees certain wage increases. On August 5, 6, and 7, Lee informed the foremen of the various departments that such approval had been received, but did not instruct them to tell the employees about the increases, or publicize such approval by a general announcement. It is reasonable to infer, and we find, that the employees were unaware of such approval prior to Lee's announcement in his office on August 10, as related in the text.

³ The record affords little support for Lee's statement that the loss of the Smith business would have necessitated a shut-down of the bindery. There is evidence that Government contract work was also done in the bindery. In a letter to the Regional Office of the Board, dated August 14, 1944, Lee, in part, stated: "Right now we are 70 percent on Government work and have been for the past several months." Moreover, no showing was made that, in the event of loss of the Smith account, the respondent could not have obtained new business and kept the bindery in operation. In any event, the truth or falsity of Lee's statement has no bearing upon our unfair labor practice findings hereinafter set forth.

⁴ In his earlier conversation with Holland that morning, Lee also made similar statements with respect to the possible shut-down of the bindery.

⁵ Gulledge testified that about 7 years ago, there was a union in the pressroom, composing room, and the bindery. Employee Herndon testified that sometime in 1935 there had been a union among the bindery employees, the typesetters, and compositors. We credit the testimony of Gulledge and Herndon.

by Gulledge as to why Lee did not give the employees a wage scale and vacation plan similar to those in union contracts, Lee stated that he intended to do so if he had time to work it out by himself.

Between August 10 and 15, Lee visited the shipping department and asked Holland how long the bindery employees had been members of the Union. Holland replied that the Union was organized in the plant sometime in July. Lee then asked how many members there were, and Holland stated that he did not know.

On August 17, the respondent put into effect the approved wage increases.

On August 22, one of the bindery employees submitted to Lee a petition, which had been circulated in the bindery department during working hours sometime after August 10 and which was signed by 13 bindery employees. The petition read as follows:

We the undersigned employees of the bindery department of A. J. Showalter Company have withdrawn from the International Brotherhood of Bookbinders, Local No. 129, Dalton, Georgia, and the Union no longer represents us. We hereby revoke any membership card or check off authorization which may have been signed by us and ask that you do not honor or recognize such and that no dues be deducted from our pay.

This August 22, 1944.

Conclusions

The above described course of conduct by the respondent discloses a well devised plan to frustrate self-organization among its employees and to offset the Union's efforts to serve as their bargaining representative. Immediately after the respondent learned that its bindery employees had organized and that the Union, as their representative, desired to meet that day with the respondent for purposes of collective bargaining, Lee summoned to his office a select group of bindery employees to discuss the impact of unionization on their economic security. Lee warned the group that their adherence to the Union might cause the respondent's principal customer, the Smith Company, to withdraw its account and consequently would require the respondent to close the bindery and terminate their employment. At the same time, Lee announced for the first time that the respondent was prepared to give the employees wage increases, which had recently been approved by the War Labor Board, but expressed fear that the Union would object to such action. At least one employee testified that in signing the petition withdrawing her membership from the Union, she was motivated by fear that the advent of the Union might result in the loss of the Smith business and the closing of the bindery. Ob-

viously, Lee's statements were calculated to, and did, cause the defection in the Union's ranks which subsequently occurred on August 22, 1944, and we so find.

The Trial Examiner, however, found that the respondent's conduct was not violative of the Act. We do not agree. Lee's statement concerning the Smith Company unmistakably warned the employees that the security of their employment depended upon their withdrawal from the Union. The coercive nature of such a statement is self evident. Hence it does not fall within the constitutional guarantee of free speech.⁶ That Lee's warning was prompted, as he told the employees, by an apprehension that he might lose the Smith account, does not alter the coercive effect of his remark⁷ upon the employees in the exercise of their statutory rights, or remove it from the ambit of the Act.⁸ It is now well settled that an employer's fear of economic reprisal, or loss of business, resulting from the unionization of his employees does not justify the commission of unfair labor practices.⁹ Nor was the coercive effect of the warning that the employees might lose their jobs if the Union became their bargaining representative, neutralized by the additional remark that Lee had no objection to the employees joining the Union. We find that Lee's statement interfered with, restrained, and coerced the employees in the exercise of the rights guaranteed in Section 7 of the Act and hence was violative of Section 8 (1).

We also regard Lee's announcement with respect to the approved wage increases, under the circumstances disclosed by the record, as a part of the respondent's general plan and purpose to discourage and defeat employee self-organization. As noted above, the announcement of War Labor Board approval of the respondent's proposed wage increases was first made at the same time that Lee also warned the employees that the Union would endanger their job security. Lee's remarks on this subject also carried the suggestion that the Union might be an obstacle to the granting of such approved increases. That Barber correctly anticipated the respondent's move by advising the employees to accept any offered wage increase, does not alter the character of the respondent's conduct. Moreover, it appears that the announcement was precipitately made and deliberately timed to offset

⁶ See *N. L. R. B. v. Virginia Electric & Power Company*, 319 U. S. 533.

⁷ See *N. L. R. B. v. Trojan Powder Company*, 135 F. (2d) 337 (C. C. A. 3), cert. den. 320 U. S. 768.

⁸ See *N. L. R. B. v. Polson Logging Co.*, 136 F. (2d) 314 (C. C. A. 9).

⁹ See *N. L. R. B. v. Star Publishing Co.*, 97 F. (2d) 465 (C. C. A. 9), in which the Court stated ". . . the Act prohibits unfair labor practices without regard to the factors causing them. It permits no immunity because the employer may think that the exigencies of the moment require infraction of the statute. In fact, nothing in the statute permits or justifies its violation by the employer." See also *N. L. R. B. v. Gluck Brewing Co.*, 144 F. (2d) 847 (C. C. A. 8), and cases cited therein.

the initial successful organizing activity of the Union.¹⁰ There is no indication in the record that Lee had decided in advance to make the announcement on the day in question. To the contrary, it appears that the respondent did not instruct its foremen to inform their subordinates of the wage increases nor did it make any such general announcement to all its employees. Instead, Lee, upon learning that the bindery employees had organized and that their representative desired to meet with Lee for collective bargaining purposes, hastily met only with a select group of those employees and privately informed them of the approved wage increases.

Upon the basis of the entire record, we find that the respondent, by its entire course of conduct, including Lee's warning to the bindery employees of possible loss of jobs in the event of the selection of the Union as their bargaining representative, the announcement of the approved wage increases, and the interrogation of employees concerning the Union, interfered with, restrained, and coerced its employees in the exercise of their right to self-organization, to form, join or assist labor organizations, 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. We further find that such unlawful conduct by the respondent induced and caused the employees to sign the membership withdrawal petition of August 22.

B. *The refusal to bargain*

1. The appropriate unit

The complaint alleges that all bindery department and shipping department employees, including the foreman,¹¹ but excluding porters and janitors, constitute a unit appropriate for the purposes of collective bargaining. The employees in the bindery and shipping departments, under a common foreman, operate independently of the other departments, and form a homogeneous group. The Union contends that the work of the porters and janitors is not as skilled as the work of the other employees and that they do not have interests in common with such employees. The record supports this contention and, like the Trial Examiner, we shall accordingly exclude porters and janitors from the unit.

¹⁰ As previously found, it does not appear that the announcement was then made to the employees of any other department. The respondent contended that it did not announce the wage increase immediately upon its approval because it desired first to compute adjustments and determine the final rate for each individual. Nevertheless, it hastened to make the announcement at this time although the raises would not be reflected in the pay envelopes for another week because of the large amount of bookkeeping involved.

¹¹ Bindery foremen traditionally are members of the Union, and are normally included in such a unit.

We find, as did the Trial Examiner, that all bindery department and shipping department employees of the respondent, including the foreman, but excluding porters and janitors, at all times material herein constituted, and now constitutes, a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

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

On August 10, 1944, there were 31 employees of the respondent within the appropriate unit. The record shows, and it is conceded by the respondent, that of these 31 employees, 18 had on or before August 10, 1944, designated the Union as their bargaining representative. The respondent contends, however, that the withdrawal petition of August 22, 1944, signed by 13 of these employees, destroyed the Union's majority status. We find this contention without merit. The asserted defection, as found above, was caused by, and is attributable to, the respondent's unfair labor practices and consequently does not impair the Union's previously established majority status.¹²

We find that on August 10, 1944, and at all times thereafter, the Union was the duly designated representative of a majority of the employees in the aforesaid appropriate unit, and that, pursuant to Section 9 (a) of the Act, the Union was on August 10, 1944, and at all times thereafter has been, and is now, the exclusive representative of all employees in the aforesaid unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

3. The refusal to bargain

On August 23, 1944, at a conference in the Regional Office of the Board, the Union made a further demand upon the respondent to bargain with it as the statutory representative of the bindery and shipping employees. The respondent admittedly refused to bargain on the ground that the Union did not then represent a majority of the employees. We have heretofore found this contention without merit.

Under the circumstances, we therefore find that on August 23, 1944, and at all times thereafter, the respondent has refused to bargain collectively with the Union as the exclusive representative of its employees in the above found appropriate unit with respect to rates of pay, wages, hours of employment, and other conditions of employment, and that the respondent thereby interfered with, restrained,

¹² See, e g, *N. L. R. B. v. Bradford Dyeing Association*, 310 U. S. 318; *N. L. R. B. v. Burke Machine Tool Co*, 133 F. (2d) 618, 621 (C. C. A. 6).

and coerced 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

Having found that the respondent has engaged in unfair labor practices, we must order the respondent, pursuant to the mandate of Section 10 (c), to cease and desist therefrom. We also predicate our cease and desist order upon the following findings:

The respondent's illegal conduct discloses a purpose to defeat self-organization among its employees. For example, as soon as the respondent learned of the union activities of certain employees, it sought to coerce them in the exercise of the rights guaranteed under the Act by warning them, in effect, that their adherence to the Union would result in loss of employment, by questioning them concerning the Union, by announcing the granting of War Labor Board approved wage increases, and by making other statements with respect to the Union. As a result, the respondent was successful in inducing a number of employees to withdraw from the Union. As we have found, the respondent's conduct in these respects interfered with, restrained, and coerced its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, 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. Such conduct violated Section 8 (1) of the Act, quite apart from the respondent's refusal to bargain with the Union. Finally, the respondent's unlawful conduct culminated in its refusal to bargain with the Union on August 23, 1944. The respondent's whole course of conduct presents a ready and effective means of destroying self-organization among its employees. Because of the respondent's unlawful conduct and its underlying purpose, we are convinced that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed and that danger of their commission in the future is to be anticipated from the respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless our order is coextensive with the threat. In order

therefore to make effective the interdependent guarantee of Section 7, to prevent a recurrence of unfair labor practices, and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, we shall order the respondent to cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.

We shall also order the respondent to take certain affirmative action designed to effectuate the policies of the Act. Having found that the respondent has refused to bargain collectively with the Union as the exclusive representative of the bindery department and shipping department employees, we shall order the respondent, upon request, to bargain collectively with the Union.¹³

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

CONCLUSIONS OF LAW

1. International Brotherhood of Bookbinders, Local No. 129, A. F. of L., is a labor organization, within the meaning of Section 2 (5), of the Act.

2. All bindery department and shipping department employees of the respondent, including the foreman, but excluding porters and janitors, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

3. International Brotherhood of Bookbinders, Local No. 129, A. F. of L., was on August 10, 1944, and at all times thereafter has been, the exclusive representative of all employees in the aforesaid unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

4. By refusing on August 23, 1944, and at all times thereafter, to bargain collectively with International Brotherhood of Bookbinders, Local No. 129, A. F. of L., as the exclusive representative of all its employees in the aforesaid appropriate unit, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (5) of the Act.

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

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

¹³ See our Supplemental Decision in *Matter of Karp Metal Products Co., Inc.*, 51 N. L. R. B. 621, *Frank Bros. Co. v N. L. R. B.*, 321 U. S. 702

ORDER

Upon the basis of the foregoing findings of fact, conclusions of law, and 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, A. J. Showalter Company, Dalton, Georgia, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Brotherhood of Bookbinders, Local No. 129, A. F. of L., as the exclusive representative of all its bindery department and shipping department employees, including the foreman, but excluding the porters and janitors;

(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 International Brotherhood of Bookbinders, Local No. 129, A. F. of L., or any other labor organization, to bargain collectively with 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 Brotherhood of Bookbinders, Local No. 129, A. F. of L., as the exclusive representative of all its bindery department and shipping department employees, including the foreman, but excluding the porters and janitors, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Post at its plant at Dalton, Georgia, copies of the Notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Tenth Region, shall, after being duly signed by the respondent's representatives, 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 other material;

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

MR. GERARD D. REILLY took no part in the consideration of the above Decision and Order.

NLRB 582
(9-1-44)

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to 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 in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Brotherhood of Bookbinders, Local No. 129, A. F. of 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. 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 bindery department and shipping department employees, including the foreman, but excluding the porters and janitors.

A. J. SHOWALTER COMPANY,
Employer.

Dated _____ By _____
(Representative) Title)

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