

IN THE MATTER OF ELBE FILE AND BINDER COMPANY, INC. and BOOK-BINDERS, MANIFOLD AND PAMPHLET DIVISION, LOCAL UNION No. 119, INTERNATIONAL BROTHERHOOD OF BOOKBINDERS

Case No. C-158.—Decided June 2, 1937

Office and Business Equipment Manufacturing Industry—Unit Appropriate for Collective Bargaining: eligibility for membership in only organization among employees—*Representatives:* proof of choice; application for membership in union—*Collective Bargaining:* refusal to recognize and negotiate with representatives; employer's duty as affected by strike; refusal to meet with representatives—*Strike:* provoked by employer's refusal to bargain collectively—*Employee Status:* during strike—*Interference, Restraint or Coercion:* during strike: discrediting union; employment of strike-breakers and strike-breaking agency; refusal to meet representatives for purpose of negotiation; negotiation with unauthorized representatives; soliciting and inducing individual strikers to return to work—*Discrimination:* discharge; strikers—requiring individual applications for reinstatement; non-reinstatement—*Reinstatement Ordered, Strikers, Non-Strikers—Back Pay:* awarded.

Mr. Lester Levin for the Board.

Mr. Irving E. Epstein, of New York City, for respondent.

Mr. Hyman A. Schulson, of counsel to the Board.

DECISION

STATEMENT OF CASE

Upon charges duly filed by Bookbinders, Manifold and Pamphlet Division, Local Union No. 119, International Brotherhood of Bookbinders, hereinafter referred to as the Union, the National Labor Relations Board, hereinafter called the Board, by Elinore Morehouse Herrick, Regional Director for the Second Region (New York, New York), issued its complaint dated December 19, 1936, against Elbe File and Binder Co. Inc., New York City, hereinafter called the respondent. The complaint and notice of hearing thereon were duly served upon the respondent and the Union.

The complaint alleged that the respondent had refused to bargain collectively with the Union and had discriminated in regard to hire and tenure of employment in violation of Section 8, subdivisions (1), (3), and (5), and Section 2, subdivisions (6) and (7), of the National Labor Relations Act, 49 Stat. 449, hereinafter called the Act.¹

¹At the hearing the complaint was amended alleging that the respondent, by its discharge of Alex Chipperuk, and by its refusal to reinstate him, had engaged in unfair labor practices within the meaning of Section 8, subdivisions (1) and (3) of the Act.

The respondent filed an answer to the complaint admitting the general nature of its business and denying the allegations of the complaint. The answer alleged that the Act as attempted to be applied to the respondent is unconstitutional and void in that it violates the Fifth, Seventh, and Tenth Amendments of the Constitution of the United States; and that the Board is without authority to issue a complaint, notice of hearing, or any order or direction to the respondent.

Pursuant to notice, a hearing was held in New York City commencing on February 4, 1937, before Emmett P. Delaney, the Trial Examiner duly designated by the Board. The Board and the respondent were represented by counsel. At the hearing the respondent, appearing specially, moved to dismiss the complaint on the ground that the Board had no jurisdiction and on the constitutional grounds previously stated. The Trial Examiner took the motion under advisement. The respondent moved for an adjournment of the hearing, alleging insufficient time in which to prepare its case, and made a motion that the hearing should be postponed until the constitutionality of the Act had been determined by the Supreme Court. The Trial Examiner denied these motions.

Full opportunity to be heard, to cross-examine witnesses, and to produce evidence bearing upon the issues was afforded to all parties. The parties were offered an opportunity for argument at the close of the hearing, which was declined. The respondent filed a brief to which we have given due consideration.

Subsequently the Trial Examiner filed an Intermediate Report finding that the respondent had committed the unfair labor practices alleged in the complaint and recommending the reinstatement of 17 employees alleged to have been discharged and refused reinstatement.² In the Intermediate Report the Trial Examiner denied the motion of the respondent to dismiss the complaint. Exceptions to the Intermediate Report were thereafter filed by the respondent.

The Board has reviewed all the rulings made by the Trial Examiner on motions and objections and other matters and finds that no prejudicial errors were committed. The rulings are hereby affirmed. We have fully considered the exceptions to the Intermediate Report and find no merit in them. They are hereby overruled.

²In addition to Chiperek, the complaint alleged that 17 employees had been discriminatorily discharged. During the hearing, the Trial Examiner granted the motion made by counsel for the Board to strike the name of Philip Metz from the complaint.

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

FINDINGS OF FACT

I. THE RESPONDENT AND ITS BUSINESS

The respondent, Elbe File and Binder Co. Inc., is a New York corporation having its principal office and place of business in the Borough of Manhattan, City, County, and State of New York. Abraham Rabinof is its president and general manager.

The respondent is engaged in the manufacture of loose-leaf devices and in the processing of metal parts for loose-leaf books and binders. The plant consists of the metal, bookbinding, printing, examining, receiving, shipping, and clerical departments. The principal raw materials used by the respondent in the manufacture of its finished products are paper, cardboard, real and imitation leather, canvas, book cloth, raw metal, steel, brass, cotton goods, glue, wire, dies, tubing, and screw machine parts. About 37 per cent of the raw material purchased by the respondent comes from States other than the State of New York. They are shipped to New York City by rail, express, motor truck, and water. About 50 per cent of its finished products are sold and shipped outside of New York State to retailers, stationery dealers, United States Government agencies, and State agencies. Orders are solicited by commission salesmen and by mail. The products of the corporation are sold under the trade mark of "Elbe", which is registered by the respondent in the United States Patent Office, for use in interstate and foreign commerce.³ Respondent advertises in newspapers, trade magazines, and by direct mail.

II. THE UNION

Bookbinders, Manifold and Pamphlet Division, Local Union No. 119, International Brotherhood of Bookbinders, affiliated with the American Federation of Labor, is a labor organization which admits to membership persons working at the bookbinding trade.

III. THE UNFAIR LABOR PRACTICES

A. Events leading to the labor dispute

On August 28, 1935, after the invalidation of the National Industrial Recovery Act, the respondent announced that at the option of the employees it would put into effect either a 48 hour weekly schedule of work instead of 40 hours, or would declare a pay cut at 40 hours per week. All of the employees of the plant, including the foremen, were dissatisfied with this proposal and decided to go on

³ Board's Exhibit No. 2.

strike on August 30, 1935. A committee was appointed by the employees to negotiate with Abraham Rabinof, the president of the respondent. Being unsuccessful in their first conference, the employees requested Morris Michael, business representative of the Union, to assist them. He met with the employees, discussed the advantages of joining a union, and distributed about 70 registration cards. Subsequently the committee for the employees held a second conference with Rabinof. The respondent finally agreed to leave hours and wages undisturbed and to reinstate all employees without discrimination. The Union representative took no part in this settlement and his first attempt to unionize the plant failed. Two weeks after the employees returned to work a few workers were discharged and a 48 hour schedule of work was established.

Early in April, 1936, the respondent was three weeks behind in its pay to the machinists. A short stoppage of work took place and the machinists received one week's back pay. Following the stoppage one of the machinists was discharged, but no ground for dismissal was given. Three employees subsequently called at Michael's office and reported to him the respondent's breach of its agreement. He gave them registration cards and advised them to conduct a secret campaign for membership. Frequent meetings were held between the employees and Michael at which daily reports of working conditions were received and discussed.

During the ensuing period, the employees worked many hours overtime including Saturday nights and holidays. The result of such a labor policy was that excitement and dissatisfaction obtained among the employees. A committee of five employees met with Michael on October 17, 1936, and decided to call a strike on October 20, 1936. Authority to act in the name of the Union was given them by Michael.

B. The respondent's refusal to bargain collectively with its employees

1. The appropriate unit

During the week of October 15, 1936, the respondent employed 130 employees in the following departments: metal, bookbinding, printing, examining, receiving, shipping, sales, supervisory, and clerical. The workers in the metal department are machine operators engaged in stamping out and spraying metal parts, and in making tools and dies. The activities of the bookbinding department consist of cutting, gluing, stamping, and eyeletting loose leaf devices.

The complaint alleges that the employees of the respondent, with the exception of salesmen, supervisory, and clerical staffs, constitute a unit appropriate for the purposes of collective bargaining. The

record contains no denial of this allegation, nor does the respondent assert that any other unit is the proper one. Employees in the metal, bookbinding, printing, examining, receiving, and shipping departments are eligible to membership in the Union. A unit composed of the employees in these departments, excepting salesmen and those engaged in a supervisory and clerical capacity, would insure to the employees the full benefit of their right to self-organization and to collective bargaining, and otherwise effectuate the policies of the Act, and constitutes a unit which is appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

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

According to a list submitted by Rabinof to the Board, there were 114 regular or permanent employees, excepting salesmen and those engaged in a supervisory and clerical capacity, working for the respondent during the week of October 15, 1936. On or about October 19, 1936, 37 of these employees had signed Union registration cards. At a Union mass meeting of the employees held on the morning of October 20 at the Manhattan Lyceum Hall, 23 additional registration cards were signed, which brought the number of employees who had designated the Union as their representative up to 60.⁴ On or about October 23, the number of signed registration cards had increased to 77.⁵ These signed registration cards are sufficient designation of the Union as the representative of the majority of the employees.

We therefore find that on October 20 and at all times thereafter the Union was the duly designated representative of the majority of the employees in the appropriate unit, and, pursuant to Section 9 (a) of the Act, was the exclusive representative of all the employees in such unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

3. The refusal to bargain

As stated above, on October 17 the committee and Michael decided to call a strike on October 20. On that morning, as the employees came to work, the Union distributed circulars to the employees calling a mass meeting for 8 a. m. on that day at the Manhattan Lyceum Hall to discuss the strike.⁶ That afternoon the respondent distributed circulars to the strikers urging them not to be misled by outside

⁴ As will appear later, the respondent's refusal to bargain took place on the afternoon of October 20 and thereafter. At the time of the refusal to bargain, 60 of the 114 employees in the appropriate unit had designated the Union as their representative for purposes of collective bargaining

⁵ Board's Exhibit No. 5.

⁶ Board's Exhibit No. 4.

“agitators” and to report back to work by October 22 or lose their jobs.⁷

At the mass meeting a majority of the employees in the appropriate unit designated the Union as their representative. On the afternoon of October 20 a committee consisting of Michael and Dennis, the business representatives of the Union, and William Gramacy, Dave Greengart, and Emanuel Blandino, employees of the respondent, met with Abraham Rabinof, the president of the respondent, to demand a 40 hour week, a two dollar a week increase, a \$15 minimum wage, union recognition, and better sanitary and working conditions. The employees complained that they had to work overtime, nights, Saturdays, and very often holidays. There was neither a drinking fountain nor a glass to drink from in the machinists' department consisting of 40 men. The lavatories were very filthy and inadequate to meet the needs of the employees. Rabinof asserted that the above conditions did not need rectification and refused to discuss working conditions with the Union. When the committee informed him that it represented a majority of the workers, he not only expressed doubt on the question but said that he did not have to recognize any union representatives at all. Because of Rabinof's attitude the employees began to picket the respondent's plant immediately that same afternoon.

Later in the afternoon Gramacy, Greengart, and Blandino, three of the members of the committee who were employees of the respondent, called on John D. Moore, Acting Director of the Regional Office of the Board in New York City, and complained that the respondent had violated the Act. Moore thereupon wrote a letter to the respondent requesting that the respondent call at his office on October 21 to discuss the matter.⁸ Rabinof called at the Board's New York office on October 21 and Moore urged him to confer with the representatives of his employees. Rabinof promised to telephone his decision to Moore in a few days.

On October 22 Michael telegraphed Rabinof, requesting “that a joint request be made to the National Labor Relations Board in accordance with the provisions of the Wagner Act to hold an election by secret ballot of all Elbe factory employees to determine if the union had a right to represent the employees”.⁹ The respondent made no reply to this wire.

On October 30 Moore had not yet heard from Rabinof, and consequently sent him another letter requesting him to confer with a committee of employees and a representative of the Board at its New York office on November 1. Rabinof telephoned Moore that he was “too busy” to call at his office.

⁷ Board's Exhibit No. 3

⁸ Respondent's Exhibit No. 4.

⁹ Board's Exhibit No 5.

Rather than bargain collectively with the Union, the respondent resorted to various stratagems to defeat the strike. Between October 23 and November 4, Trinkoff, the plant manager, with Rabinof's sanction, frequently met with George Sucharde, one of the strikers, to discuss methods of settling the strike. Sucharde was in no manner authorized to represent any of the employees and did not, of course, talk for the Union. He apparently volunteered his services to Trinkoff because he felt that by doing so he would get into the good graces of the respondent. They arranged for a meeting on November 2 in a room at the Broadway Central Hotel, which was hired and paid for by the respondent. Present at this meeting were Trinkoff, Freifeld, assistant factory manager, and eight employees, seven of whom were not sympathetic with the Union, and who were apparently selected by Sucharde for that very reason. These employees were in no manner authorized to represent any other of the respondent's employees. At this meeting Trinkoff promised to give the employees two days' vacation during the year and an increase in pay. Gerald Brown, the only loyal unionist in the group, who had been invited by Sucharde to attend this meeting, recalled the respondent's similar promises during the 1935 strike and demanded some assurance that these promises would be kept. Thereupon Trinkoff and Freifeld stated that there would be no discrimination or breach of promises. Trinkoff added that if the respondent "broke its word", the employees could always call another strike. The eight employees agreed to carry the respondent's proposal to the strikers. However, Gerald Brown was the only one of them who did present the respondent's proposal to his fellow strikers. The offer was rejected.

Apparently the Trinkoff-Sucharde and the Broadway Central meetings were designed to avoid meeting with the Union for the purpose of collective bargaining. The respondent sought, thus, to ignore completely the chosen representatives of its employees and by negotiating in this way to isolate and break down the Union leadership.

On October 21 Rabinof employed the Sherwood Agency to furnish him with four guards for six days at a cost of \$900. He also hired Speyser, a person with a criminal record, to transport strikebreakers to and from the plant. Shortly after the strike was called, and while the plant was being picketed, the guards tried to induce pickets to return to work. Many were invited into the plant and requested to return to work.

It is interesting to note the following incident which illustrates the divided loyalties of the guards. Michael testified that on October 29 Shapiro, one of the guards, for a good consideration, offered to serve the Union at the same time as he was serving Elbe by

informing the strikers where strikebreakers were dispatched by his armed guards. Michael declined this offer. Guards tried to induce strikers to engage in violence and to commit acts of disorder, but were unsuccessful.

Sidney Weinstein was secretary of the strike committee and was active in organizing the employees. He had studied law, and was planning to take his New York Bar examination. During the strike Rabinof threatened to inform the Character Committee of the New York Bar Association that Weinstein was a "communist" and had engaged in disorderly conduct.

In order to weaken the morale of the strikers, Trinkoff, Freifeld, and guards visited the homes of strikers and their relatives to urge them to return to work and to persuade them that unionization was disadvantageous. These roving commissioners met with a fair degree of success in their propaganda campaign and in bringing the strikers back to work.

It is clear that the respondent, through Rabinoff, its president, persistently refused to recognize any Union representative who came to discuss working conditions. By its refusal to answer the Union's suggestion that the National Labor Relations Board be asked to conduct an election and by its refusal to cooperate with Moore, the respondent showed bad faith and an unwavering refusal to bargain with the Union. To draw attention from its determined refusals to bargain collectively, the respondent, through its agents, arranged the Trinkoff-Sucharde and Broadway Central meetings, which were designed to break the Union, and engaged in other activities designed to settle the issue by other means. We find, therefore, that on October 20 and thereafter the respondent refused to bargain collectively with the Union as the representative of its employees.

C. Refusal to reinstate 16 employees

Between November 4 and 6 all the striking employees applied for reinstatement and returned to work with the exception of 17 who applied during this period but were refused reinstatement. As a condition precedent to reinstatement each employee was requested to make a new personal application. It is to be noted that, included in the number refused reinstatement, were those who had previously been requested by the guards and other agents of the respondent to return to work and had refused. They were told either that their places were filled by others who had been hired during the strike and had been promised steady employment or that there was no work in their department. Among the 17 were 10 machinists who asked for reinstatement as a group, but Rabinof refused to see them except individually. This they declined to do.

It is alleged that 16 of the 17 were refused reinstatement because of their Union membership and activity. It is significant to note that among the employees refused reinstatement were William Gramacy, strike chairman, Albert Lord, vice-chairman, and Sidney Weinstein, secretary to the strike committee, all of whom were very active in the picket line, in the strike, and in the organization of the Union, and Gerald Brown, who had asserted himself at the Broadway Central meeting. These refusals of reinstatement were more than an operation of mere chance. Gramacy testified that Lazerof, one of the foremen, told him that Rabinof did not want to reinstate him because he was strike chairman and that Trinkoff refused to reinstate Sidney Weinstein because "there would be too much hard feeling if he were to remain in the plant".

It must be remembered that by striking the 16 employees did not sever their status as such with the respondent. Here the strike was caused by the respondent's refusal to bargain collectively and hence the employees ceased work as a consequence of an unfair labor practice on the part of the respondent. Since they have not obtained any other regular and substantially equivalent employment, and since their work had ceased as a consequence of, and in connection with a current labor dispute, and because of an unfair labor practice, the 16 men have been since October 20, and still are, "employees" of the respondent within the meaning of Section 2, subdivision (3) of the Act. The respondent discriminated against its employees when it refused to reinstate them because of their Union membership and activity.

We find, therefore, that by its refusal to reinstate the 16 employees, the respondent has discriminated in regard to hire and tenure of employment, and has thereby discouraged membership in a labor organization.

D. The discharge of Alex Chiperuk

Alex Chiperuk had been employed by the respondent since August, 1936, as a buffer at a salary of \$12 per week. He became a member of the Union in September, 1936, and went on strike with the other employees on October 20, 1936. In the second week of the strike, while on picket duty in front of the plant, he was approached by one of the guards who told him that the Union would not last and that "Joey",¹⁰ the shipping clerk, wanted to see him inside the plant. "Joey" spoke against the Union and urged him to return to work. On the next day, November 5, Chiperuk returned to work at \$14 per week. He worked for five weeks and upon leaving the plant at noon on January 8, 1937, he met Gramacy, the strike chairman, and stopped to chat with him. He told him that one of the power press operators

¹⁰ The full name does not appear in the record.

had his tongue smashed by one of the presses that morning. One of the guards and one of the shipping clerks saw Chiperuk talking to Gramacy. Shortly thereafter Benjamin Freifeld, the assistant superintendent, walked past him. At 3 p. m. his foreman told him that Freifeld wanted to see him at 5:30. Freifeld told him that he had no work for him and that he would have to go. Chiperuk testified that at that time there was plenty of work in his department; they had just put on a night force. He still desires reinstatement.

The allegation that Chiperuk was discharged for Union activity and membership is supported by the evidence. Freifeld's testimony that Chiperuk was discharged on the grounds of incompetency and negligence is not convincing. Freifeld was unable to point out any specific instance of incompetency and negligence. That Chiperuk was discharged for Union activity and association with Gramacy, the strike chairman, seems plain.

We find that Alex Chiperuk was discharged for Union affiliation, activities, and associations, and that by such discharge the respondent has discriminated in regard to hire and tenure of employment and has thereby discouraged membership in a labor organization. At the time of the hearing, he had not obtained any other regular and substantially equivalent employment. His work ceased because of an unfair labor practice.

We find that the respondent, by the acts above set forth, has interfered with, restrained, and coerced its employees in the exercise of the 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 purposes of collective bargaining and other mutual aid and protection as guaranteed in Section 7 of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES ON COMMERCE

On October 14, 1936, about 114 employees were employed by the respondent. On about October 20 more than 60 of them went out on strike. Pickets were immediately placed outside the respondent's place of business. Soon after the declaration of the strike Rabinof testified that there was a "curtailment of production to the extent of the people that were not working". Production decreased and shipping of orders was delayed. There is also evidence of cancellations of orders by some of the respondent's customers as soon as the fact of the strike in the respondent's plant became known.

We find that 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 have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

THE REMEDY

Since we found that Alex Chiperuk was discharged for his Union affiliations, activities, and associations, we will order that he be reinstated to his former position and be given back pay from the date of his discharge, January 8, 1937, to the date he is offered reinstatement, less any amount that he may have earned during that period.

Apart from Chiperuk, there are 16 employees who are not at work because of the respondent's unfair labor practices. Since they were "employees" within the meaning of Section 2, subdivision (3) of the Act, they were entitled to reinstatement when they applied for their jobs. The respondent's refusal to reinstate them constituted a discriminatory discharge in violation of Section 8, subdivision (3).

Our previous decisions point the general remedy for these illegal acts. We have required in cases of this kind reinstatement and back pay from the time of the employer's refusal to reinstate the employees.¹¹ The 16 employees are therefore entitled to be reinstated with back pay from the time of the employer's refusal to reinstate them.

CONCLUSIONS OF LAW

Upon the basis of the foregoing findings of fact and upon the entire record in the proceeding, the Board finds and concludes as a matter of law:

1. Bookbinders, Manifold and Pamphlet Division, Local Union No. 119, International Brotherhood of Bookbinders, is a labor organization, within the meaning of Section 2, subdivision (5) of the Act.

2. The strike of the employees was a labor dispute, within the meaning of Section 2, subdivision (9) of the Act.

3. Alex Chiperuk, Gerald Brown, William Gramacy, Sidney Weinstein, Albert Lord, Edith Kupperman, Emma Mills, Edward B. Seeley, Jr., Ann Kuritsky, Miriam Herbst, Al Greenberg, Grace Macgillwary, Tilly Tanzer, Joseph Borra, Erasto Tulier, Nathan Yisowitch, and Vinicio Rodriguez were employees of the respondent at the time of their discharge, and are still employees of the respondent, within the meaning of Section 2, subdivision (3) of the Act.

¹¹ *Matter of Sunshine Hosiery Mills and Branch No 55, American Federation of Hosiery Workers*, I N. L. R. B. 664.

4. The respondent, by discriminating in regard to hire and tenure of employment, and thereby discouraging membership in a labor organization, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

5. All the employees of the respondent, excepting salesmen and those engaged in a supervisory and clerical capacity, constitute a unit appropriate for the purposes of collective bargaining, within the meaning of Section 9 (b) of the Act.

6. By virtue of Section 9 (a) of the Act the Bookbinders, Manifold and Pamphlet Division, Local Union No. 119, International Brotherhood of Bookbinders, having been selected as their representative by a majority of the employees in an appropriate unit, was on October 20 and at all times thereafter has been, the exclusive representative of all the employees in such unit for the purposes of collective bargaining.

7. The respondent by refusing to bargain collectively with the representatives of its employees on October 20, 1936, and thereafter, has engaged in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (5) of the Act.

8. 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, subdivision (1) of the Act.

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

ORDER

Upon the basis of the findings of fact and conclusions of law and pursuant to Section 10, subdivision (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Elbe File and Binder, Inc., and its officers, agents, successors, and assigns shall:

1. Cease and desist from interfering with, restraining, or coercing its employees in the exercise of their rights of 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 and protection, as guaranteed in Section 7 of the National Labor Relations Act;

2. Cease and desist from refusing to bargain collectively with Local Union No. 119 as the exclusive representative of its employees, excepting salesmen and those engaged in a supervisory and clerical capacity;

3. Cease and desist from discouraging membership in Local Union No. 119 or any other labor organization of its employees by discharging and refusing to reinstate employees, or otherwise discriminating in regard to hire and tenure of employment or any term or condition of employment, or by threats of such discrimination.

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

(a) Offer to Alex Chiperuk, Gerald Brown, William Gramacy, Sidney Weinstein, Albert Lord, Edith Kupperman, Emma Mills, Edward B. Seeley, Jr., Ann Kuritsky, Miriam Herbst, Al Greenberg, Grace Macgillwary, Tilly Tanzer, Joseph Borra, Erasto Tulier, Nathan Yisowitch, and Vinicio Rodriguez immediate and full reinstatement in their former positions, without prejudice to their seniority and other rights and privileges previously enjoyed;

(b) Make whole Alex Chiperuk for any losses of pay he has suffered by reason of his discharge 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, January 8, 1937, to the date of the offer of his reinstatement, less any amount that he may have earned during that period;

(c) Make whole the 16 employees who applied for and were refused reinstatement for any losses of pay they have suffered by reason of the refusal of the respondent to reinstate them by payment to each of them, respectively, of a sum of money equal to that which each of them, respectively, would normally have earned as wages from the date of their respective applications for reinstatement to the date of the offer of reinstatement pursuant to this order, less any amount earned by each of them, respectively, during such period;

(d) Upon request, bargain collectively with Local Union No. 119, International Brotherhood of Bookbinders, as the exclusive representative of all its employees, excepting salesmen and those engaged in a supervisory and clerical capacity, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(e) Post notices at a conspicuous place on each floor of the respondent's plant stating: (1) that the respondent will cease and desist in the manner aforesaid; and (2) that said notices will remain posted for at least thirty (30) consecutive days from the date of posting;

(f) Notify the Regional Director for the Second Region in writing within ten (10) days from the date of this order what steps the respondent has taken to comply herewith.