**Seaport Printing & Ad Specialties Inc. d/b/a Port Printing Ad and Specialties *and* Lake Charles Printing and Graphics Union, Local 260, Affiliated with Graphic Communications International Union, AFL–CIO–CLC.** Case 15–CA–17300

March 7, 2005

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND SCHAUMBER

On August 26, 2004, Administrative Law Judge John H. West issued the attached decision. The Respondent filed exceptions and a supporting brief, the General Counsel filed an answering brief, and the Respondent filed a reply brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Seaport Printing & Ad Specialties, Inc. d/b/a Port Printing Ad and Specialties, Lake Charles, Louisiana, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

*Kevin McClue, Esq.,* for the General Counsel.
*Edward Fonti, Esq. (Jones, Tete, Nolen, Fonti, & Belfour, L.L.P.*), of Lake Charles, Louisiana, for the Respondent.

DECISION

STATEMENT OF THE CASE

JOHN H WEST, Administrative Law Judge. The charge was filed by Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC (the Union) against Seaport Printing & Ad Specialties, Inc. d/b/a Port Printing Ad and Specialties (Respondent), on March 8, 2004. It was amended on April 27, 2004. A complaint issued on April 30, 2004, alleging that the Respondent violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act), by notifying the Union on December 19, 2003, that it wished to terminate the collective-bargaining agreement and that it was not interested in negotiating a new agreement,[1] by refusing as requested by the Union verbally on December 24, 2003, and by letter on January 13, 2004, to bargain collectively with the Union as the exclusive collective-bargaining representative of the unit, by notifying the Union by letter on January 23, 2004, that it was not interested in bargaining with the Union, and by failing and refusing since December 19, 2003, to recognize and bargain with the Union as the exclusive representative of the unit. In its answer, the Respondent denies violating the Act as alleged and it alleges that (1) by December 19, 2003, a majority of the bargaining unit employees had resigned from membership in Local 260, (2) a majority of employees had withdrawn their authorizations requiring the employer to deduct monthly union dues from their paycheck, (3) the Union's treasurer and secretary had withdrawn her membership in the Union, (4) employees had verbally notified Respondent that they did not support the Union and/or did not desire union representation, (5) the Union remained dormant and did not engage in contract negotiations from February 1998 until January 13, 2004, and (6) the Union did not offer evidence to the Respondent to contradict Respondent's position that the Union was not supported by a majority of employees.

A trial was held in this matter on July 12, 2004, in Lake Charles, Louisiana. On the entire record, including my observation of the witnesses, and after considering the briefs filed by counsel for General Counsel and the Respondent, I make the following

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[2] Chairman Battista and Member Schaumber note that, although the judge correctly applied the "actual loss of majority" standard established in *Levitz Furniture Co. of the Pacific*, 333 NLRB 717 (2001), to find that the Respondent unlawfully withdrew recognition from the Union, they did not participate in *Levitz* and express no view as to whether it was correctly decided.

Chairman Battista further finds that the same result would obtain in this case under the pre-*Levitz* standard of whether the Respondent harbored "good faith uncertainty" as to the Union's majority status. See *Rodgers & McDonald Graphics*, 336 NLRB 836 (2001), enf. denied sub nom. *McDonald Partners, Inc. v. NLRB*, 331 F.3d 1002 (D.C. Cir. 2003).

[1] The complaint alleges that the following employees constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Sec. 9(b) of the Act:

> All journeymen, assistants, apprentices, and other employees of the Publisher operating or assisting in the operation of the Employer's printing presses, including gravure, offset and letterpress printing presses and all other printing presses of whatsoever type of process of printing operated by such Publisher. The Publisher further recognizes the Union as the sole and exclusive bargaining agent for its offset preparatory employees, including employees engaged in the operation of cameras; employees engaged in the making of offset plates; stripping, etching, opaquing and any and all functions prepatory to the making and/or manufacture of offset printing plates.

And the complaint alleges that since at least February 1997 the Union has been the designated exclusive collective-bargaining representative of the above-described unit, the Union has been recognized as the Representative by the Respondent, and this recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from February 28, 2003, to February 28, 2004.

## FINDINGS OF FACT

### I. JURISDICTION

The Respondent, a corporation, with an office and place of business in Lake Charles, Louisiana, has been engaged in furnishing printing and typesetting services. The Respondent admits that annually in conducting its operations it purchases and receives at its Lake Charles facility goods and materials valued in excess of $50,000 directly from points outside the State of Louisiana. The Respondent admits, and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Also, the Respondent admits and I find that the Union at all material times has been a labor organization within the meaning of Section 2(5) of the Act.

### II. ALLEGED UNFAIR LABOR PRACTICES

Vince Mott, who has worked for the Respondent for 23 years, has been a member of the Union for 22.5 years, and is the president of the Union, testified that General Counsel's Exhibit 2 is the collective-bargaining agreement between the Respondent and the Union, which by its terms was scheduled to expire February 28, 1999; that the agreement has been renewed each year since February 1999;[2] that by signed agreement dated April 21, 2003, Respondent and the Union renewed the agreement through February 24, 2004, General Counsel's Exhibit 3; and that on December 24, 2003, he was called into a meeting with Gloria Robinson, who is the part owner and president of Respondent, and Joseph Soileau, who is part owner and vice president of Respondent, and he was given a letter, General Counsel's Exhibit 4, signed by Robinson and Soileau and dated December 19, 2003, which reads as follows

> This letter is provided as written notice of termination of the contract between Seaport Printing & Ad Specialties, Inc. dba Port Printing & Ad Specialties and LCP and Graphic Communications Union No. 260. The contract will be considered terminated as of February 28, 2004 in accordance with Section 1 of the contract. Port Printing is not interested in negotiating a new contract.

Mott testified further that at this meeting Robinson told him that only one of six or seven employees belonged to the Union, the company could not print the union book as a union shop and, therefore, the contract did not benefit Respondent, and Respondent no longer wanted the contract; that he told Robinson and Joseph Soileau that he understood the problem of not being able to print the union book but to his knowledge a majority of the employees still wanted union representation; and that Joseph Soileau then said that there was nothing to talk about. Also Mott testified that when he received the December 19, 2003 letter he thought that there were seven or eight employees in the bargaining unit. According to Mott, there was a question of whether one typesetter, Sherry LaBove, was a contract worker or a temporary worker. The other employees who Mott believed were in the unit were Jane Meche, Rene Ellis, Jutta Zienow, Gail Courtney, Joel Williams, and Randy Soileau.

On cross-examination, Mott testified that as of December 19, 2003, Meche, Ellis, Zienow, Courtney, Randy Soileau, and LaBove were not members of Local 260; that Williams is an honorary life member of Local 260; that Meche, Courtney, and Randy Soileau withdrew their union membership, and Zienow, Ellis, and LaBove were never members; that after the withdrawal of membership the Union no longer received dues from the Company on behalf of the employees who withdrew from membership; that by December 19, 2003, of the people in the unit only he and Williams were members of the Union; that with respect to the employees who ended their membership, he did not know whether they withdrew or resigned but rather he only knew that they quit paying their dues; that when Courtney resigned from membership she was secretary/treasurer of Local 260; and that Local 260 has not since elected a secretary/treasurer, and at the time of the trial herein he was the only official of Local 260.

On redirect, Mott testified that Meche was the only employee who told him that she did not want the Union to represent her, and this occurred in the beginning of 2001.

Joseph Soileau testified that when he, Robinson, and Tommy Joyce purchased Respondent, which is a commercial printing and advertising specialty company, in 1992 there was a collective-bargaining agreement with Local 260; that in 2003 he and Robinson bought out Joyce; that at one time Respondent had about 25 total employees but it has declined to about 16 employees; that in December 2003, eight employees, including three part-time employees, were in the bargaining unit covered by the collective-bargaining agreement; that he and Robinson did not give the above-described December 19, 2003 letter to Mott on December 24, 2003, but rather they gave it to him on December 19, 2003; that on December 24, 2003, Respondent had its Christmas party, the employees worked one half a day, and the employees went home about 11:30 a.m.; that he did not recall Mott on December 19, 2003, contesting the statement that the majority of the employees had withdrawn membership in the Union; that there have not been any contract negotiations since 2000; that there have not been any change in terms and conditions of employment in the collective-bargaining agreement since 1999; and that the Respondent notified the Union that the contract was being terminated and the Respondent did not want to negotiate a new agreement

> [b]ecause I knew the majority of the employees no longer supported the Union and also received notices of cancellation of membership in the Union. Therefore, based on those, I came to a conclusion that we didn't have majority representation. [Tr. p. 68.]

Joseph Soileau further testified that before the above-described letter of December 19, 2003, he was aware that Meche was no

[2] Sec. 1A of the agreement reads as follows:

> This Agreement shall become effective immediately after midnight of February 28, 1997, and shall continue in full force and effect through February 28, 1999. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify this agreement is given by one party, at least 60 days in advance of the contract ending date.

longer in the Union and she did not want her dues deducted;[3] that before the letter of December 19, 2003, he was aware that Randy Soileau, who is his nephew, had requested that Union dues not be withheld from his paycheck;[4] that upon their inquiry, he told Meche and Randy Soileau that he could not advise them, and it was their choice whether to be in the Union or not; that he was aware that Zienow never became a member of the Union in that she told him that she was approached by the Union and offered a membership which she turned down; that Ellis told him that she was not interested in the Union and he knew that she was not a member of the Union; that the bookkeeper told him that she had received a notice from Courtney to discontinue the deduction of dues and that was the only notification he received regarding Courtney; that when the above-described December 19, 2003 letter was written, he was aware that only Mott remained an active member in the Union and he knew that Williams was considered a lifetime member; that the Union from mid July 2000 until the withdrawal of recognition did not ask for any negotiations or any change in the terms and conditions of employment of the employees in the unit; that Mott withdrew his checkoff authorization;[5] that since "12/28/03" Respondent had not deducted any Union dues from any paycheck; and that Mott was the last person to have deductions made. Respondent stipulated that the terms and conditions of the collective-bargaining agreement between Respondent and the Union have been followed since 1999. On cross-examination, Joseph Soileau testified that the employees did not tell him that they did not want the Union to represent them; that he did not know whether LaBove, Ellis, Meche, Randy Soileau, Zienow, or any other employee, pay union dues with personal checks or money orders;[6] that the conversation he had with Ellis about the Union was in 2002; that the conversation he had with Meche about the Union was in 2000 or 2001; that he knew that the contract renewed itself every year and if the Respondent wanted to it could have requested to open negotiations on a new collective-bargaining agreement; that he did not read GCIU Constitution and Laws, Respondent's Exhibit 1, prior to Respondent making its decision to withdraw recognition from the Union and the document did not play any part in the decision; and that on December 19, 2003, when the Respondent withdrew recognition from the Union the following employees were in the bargaining unit: Meche, Ellis, Zienow, Randy Soileau, Mott, Courtney, Williams, and LaBove.[7]

Courtney testified that she was not currently a member of the Union; that at some point she was a member of the Union; that in October 2003 she requested Respondent to stop taking union dues out of her paycheck; and that she still wanted the Union to represent her even though she no longer had union dues deducted from her paycheck. On cross-examination, Courtney testified that Respondent's Exhibit 3 is the letter she gave to Respondent, specifically Betty the bookkeeper, on or about October 18, 2003, which reads as follows: "For your records I will no longer be a member of G.C.I.U. I have already notified the International;" that she had her dues deduction stopped and since that time she has not paid dues; that it is her understanding that although she dropped out of the Union she is still represented by the Union; that she dropped out of the Union "[b]ecause there was never any negotiations going on between us and the Employer, and our contract was going to expire in February I think. And what was the point" (Tr. 39); and that the Union was not doing anything for her. On redirect, Courtney testified that Mott told her that the contract was going to expire in February and if they could not talk to anybody, they probably would not have a contract anymore; and that she always thought that the agreement renewed itself each year. Subsequently Courtney testified that she did not speak with anyone in management with respect to resigning from the Union.

Williams testified that in 1997 he retired from working for the Respondent; that 3 month later he returned to work for the Respondent on a part-time basis; that he left and then again returned to work for the Respondent; that at the time of the trial herein he had worked for the Respondent for a year and a half; that he had served as President of Local 260; that when he retired he was classified as an honorary member of Local 260; that presently he works as a pressman, which is a bargaining unit position, in the morning and he makes the deliveries, which is nonunit work, in the afternoon; that General Counsel's Exhibit 7 shows that he worked 1268.5 hours in 2003 for the Respondent; that he worked as a pressman at least 50 percent of the time and it was probably more; that he has always wanted the union to represent him; and that he did not tell anyone in Respondent's management that the did not want the Union to represent him. On cross-examination, Williams testified that his wage rate with Respondent is covered by the collective-bargaining agreement.

By letter dated January 13, 2004, General Counsel's Exhibit 5, Mott advised Robinson and Joseph Soileau that "Local 260 hereby requests dates you are available for contract negotiations."

By letter dated January 23, 2004, General Counsel's Exhibit 6, Soileau advised Mott as follows:

> We have received your letter requesting a meeting for contract negotiations. Your letter is untimely and as previously stated the Company is not interested in renewing the contract. Consequently the Company is not interested in meeting.

## ANALYSIS

The National Labor Relations Board (the Board) in *Levitz Furniture Co. of the Pacific*, 333 NLRB 717, 725 (2001), indicated:

[3] R. Exh. 9 is a letter from Meche to Respondent which indicates as follows: "As of Jan-19-2001 I am no longer in the union–please do not deduct any more dues from my payroll."

[4] R. Exh. 10 is a note which indicates "Effective 2/15/01. Please do not withhold union dues on 2-15-01 check Randy Soileau."

[5] R. Exh. 11 reads, "Do not take Union dues from my check. Vince." There is a date on the note which appears to be "12/28/03."

[6] Subsequently Mott testified while he discontinued having his dues deducted, he pays the union dues on his own; and that to his knowledge none of the other employees in the unit take this approach.

[7] On redirect, Joseph Soileau testified that R. Exh. 12 is Michelle Lager's resignation from the Union. The note is dated January 18, 2001, and reads, as here pertinent, "I . . . an resigning from the Printers Union, asking . . . [that] union dues . . . not be taken out of paycheck." Leger left Respondent in December 2002.

> After careful consideration, we have concluded that there are compelling legal and policy reasons why employers should not be allowed to withdraw recognition merely because they harbor uncertainty or even disbelief concerning unions' majority status. We therefore hold that an employer may unilaterally withdraw recognition from an incumbent union only where the union has actually lost the support of the majority of the bargaining unit employees, and we overrule [*Celanese Corp.*, 95 NLRB 664 (1951)] and its progeny insofar as they permit withdrawal on the basis of good faith doubt. Under our new standard, an employer can defeat a post-withdrawal refusal to bargain allegation if it shows, as a defense, the union's actual loss of majority status.
>
> . . . .
>
> We emphasize that an employer with objective evidence that the union has lost majority support—for example, a petition signed by a majority of the employees in the bargaining unit—withdraws recognition at its peril. If the union contests the withdrawal of recognition in an unfair labor practice proceeding, the employer will have to prove by a preponderance of the evidence that the union had, in fact, lost majority support *at the time the employer withdrew recognition.* If it fails to do so, it will not have rebutted the presumption of majority status, and the withdrawal of recognition will violate Section 8(a)(5).[49] [Emphasis added.]

[49] An employer who presents evidence that, at the time it withdrew recognition, the union had lost majority support should ordinarily prevail in an 8(a)(5) case if the General Counsel does not come forward with evidence rebutting the employer's evidence. If the General Counsel does present such evidence, then the burden remains on the employer to establish loss of majority support by a preponderance of all the evidence.

As can be seen, the Respondent has the burden of showing that the Union had, in fact, lost majority support at the time the employer withdrew recognition. I do not believe that the Respondent has made this showing. As noted above, an employer may unilaterally withdraw recognition from an incumbent union only where the union has actually lost the support of the majority of the bargaining unit employees, and when the employer unilaterally withdraws recognition based on objective evidence it acts at its peril. Here I do not credit the testimony of Joseph Soileau that he did not "recall" Mott contesting the statement that the majority of the employees had withdrawn membership in the Union. Mott testified that he told Robinson and Joseph Soileau, when they gave him the withdrawal letter, that to his knowledge the employees still wanted union representation, and Joseph Soileau then said that there was nothing to talk about. Mott's testimony is credited. Joseph Soileau's testimony is not an unequivocal, specific denial of Mott's testimony. Joseph Soileau's testimony the he did not "recall" is not entitled to any weight. The Respondent did not want to listen to what Mott had to say about how many employees wanted to be represented by the Union. The Respondent did not have a petition signed by a majority of the employees in the bargaining unit indicating that they no longer supported the Union. Even then it would be acting at its peril if the Union challenged the withdrawal. At the time the Respondent withdrew recognition it knew that only one of the employees in the bargaining unit was having the Respondent deduct union dues from his paycheck. But as Joseph Soileau conceded, he did not know at the time the Employer withdrew recognition that a majority of the employees were not paying union dues with a personal check or a money order. Therefore, the fact that the dues-checkoff authorizations had declined to just Mott is not determinative.[8] The discussions that Joseph Soileau allegedly had with a few of the employees in the bargaining unit in 2002, 2001, and 2000 do not conclusively demonstrate that a majority of the employees no longer supported the Union at the time the employer withdrew recognition.[9] The fact that there were no negotiations for 4 years does not indicate the dormancy of the Union, especially when one considers that by its terms the contract could and did renew itself annually, the Respondent went along with this approach, and the Respondent did not itself request negotiations. The fact that the Union did not fill the position vacated by Courtney would not support a good-faith doubt defense, which is no longer applicable with respect to a withdrawal, let alone meet Respondent's burden of showing that that the union had, in fact, lost majority support. None of that which was raised by the Respondent establishes, at the time the employer withdrew recognition, a loss of majority support

[8] Certainly what the Respondent learned for the first time at the trial herein with respect to how many of the employees, to Mott's knowledge, were personally paying dues was not known by the Respondent at the time the employer withdrew recognition.

[9] Joseph Soileau's testimony in this regard is hearsay. Respondent did not call the involved employees to corroborate Joseph Soileau's testimony. While such hearsay was considered by the Board when it for allowed employers to withdraw recognition by a showing of good-faith doubt, now an employer must show that the union has actually lost the support of the majority. On brief counsel for the General Counsel requests that an adverse inference be drawn against Respondent failing to call Ellis, Zienow, Meche, and Randy Soileau to testify in Respondent's case-in chief about their alleged conversations with Joseph Soileau. While counsel for the General Counsel unsuccessfully objected to Joseph Soileau testifying about what Randy Soileau allegedly told him, counsel for the General Counsel did not subsequently object to Joseph Soileau testifying about what Meche, Zienow, and Ellis allegedly told him. Counsel for the General Counsel did not call any of these four employees. While an adverse inference may not be drawn regarding bystander employees, who are not presumed to be favorably disposed toward any party, a judge, in making a credibility determination may weigh the party's failure to call potentially corroborating neutral employee bystanders to corroborate the party's witness. *C&S Distributors*, 321 NLRB 404 fn. 2 (1996). In a situation where the Respondent has to show the actual loss of majority support, it should have called these four employees and not tried to rely on the challenged and unchallenged hearsay testimony of one of the owners of the Respondent. As allowed employers to withdraw recognition by a showing of good-faith doubt, now an employer must show that the union has actually lost the support of the majority.

On brief the Respondent argues that the Board should return to the "good faith doubt" standard and "[t]he Board's abolishment of the good faith doubt test is an irrational reaction to justified Supreme Court critism [in *Allentown Mack Sales & Services v. NLRB*, 522 U.S. 359 (1998)]," R. Br. p. 14. I am required to decide a case based on the existing law.

by a preponderance of all the evidence. The Respondent violated the Act as alleged in the complaint.

## CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By engaging in the following conduct Respondent committed unfair labor practices contrary to the provisions of Section 8(a)(1) and (5) of the Act.

(a) Notifying the Union on December 19, 2003, that it wished to terminate the collective-bargaining agreement and that it was not interested in negotiating a new agreement.

(b) Refusing as requested by the Union verbally on or about December 24, 2003, and by letter on January 13, 2004, to bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

(c) Notifying the Union by letter on January 23, 2004, that it was not interested in bargaining with the Union.

(d) Failing and refusing since December 19, 2003, and continuing thereafter, to recognize and bargain with the Union as the exclusive representative of the unit.

4. The following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All journeymen, assistants, apprentices, and other employees of the Publisher operating or assisting in the operation of the Employer's printing presses, including gravure, offset and letterpress printing presses and all other printing presses of whatsoever type of process of printing operated by such Publisher. The Publisher further recognizes the Union as the sole and exclusive bargaining agent for its offset preparatory employees, including employees engaged in the operation of cameras; employees engaged in the making of offset plates; stripping, etching, opaquing and any and all functions preparatory to the making and/or manufacture of offset printing plates.

5. Since at least February 1997 the Union has been the designated exclusive collective-bargaining representative of the above-described unit, the Union has been recognized as the Representative by the Respondent, and this recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from February 28, 2003, to February 28, 2004.

6. The above-described labor practices affect commerce within the contemplation of Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[10]

## ORDER

The Respondent, Seaport Printing and Ad Specialties, Inc. d/b/a Port Printing Ad and Specialties, of Lake Charles, Louisiana, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Notifying the Union on December 19, 2003, that it wished to terminate the collective-bargaining agreement and that it was not interested in negotiating a new agreement.

(b) Refusing as requested by the Union verbally on or about December 24, 2003, and by letter on January 13, 2004, to bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

(c) Notifying the Union by letter on January 23, 2004, that it was not interested in bargaining with the Union.

(d) Failing and refusing since December 19, 2003, and continuing thereafter, to recognize and bargain with the Union as the exclusive representative of the unit.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All journeymen, assistants, apprentices, and other employees of the Publisher operating or assisting in the operation of the Employer's printing presses, including gravure, offset and letterpress printing presses and all other printing presses of whatsoever type of process of printing operated by such Publisher. The Publisher further recognizes the Union as the sole and exclusive bargaining agent for its offset preparatory employees, including employees engaged in the operation of cameras; employees engaged in the making of offset plates; stripping, etching, opaquing and any and all functions preparatory to the making and/or manufacture of offset printing plates.

(b) Within 14 days after service by the Region, post at its facility in Lake Charles, Louisiana, copies of the attached notice marked "Appendix."[11] Copies of the Notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced,

[10] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[11] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since December 19, 2003.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

## APPENDIX

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

### FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist any union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT unlawfully notify Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC that we wish to terminate the collective-bargaining agreement and we are not interested in negotiating a new agreement.

WE WILL NOT refuse as requested by Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC verbally and in writing to bargain collectively with Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC as the exclusive collective-bargaining representative of the unit.

WE WILL NOT notify Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC by letter that we was not interested in bargaining with Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC.

WE WILL NOT fail and refuse to recognize and bargain with Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC as the exclusive representative of the unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL on request, bargain with Lake Charles Printing and Graphics Union, Local 260 affiliated with Graphic Communications International Union, AFL–CIO–CLC and put in writing and sign any agreement reached on the terms and conditions of employment for our employees in the bargaining unit:

> All journeymen, assistants, apprentices, and other employees of the Publisher operating or assisting in the operation of the Employer's printing presses, including gravure, offset and letterpress printing presses and all other printing presses of whatsoever type of process of printing operated by such Publisher. The Publisher further recognizes the Union as the sole and exclusive bargaining agent for its offset preparatory employees, including employees engaged in the operation of cameras; employees engaged in the making of offset plates; stripping, etching, opaquing and any and all functions prepatory to the making and/or manufacture of offset printing plates.

SEAPORT PRINTING AND AD SPECIALTIES, INC. D/B/A
PORT PRINTING AD AND SPECIALTIES