**Amsterdam Printing and Litho Corp. *and* Local 259, Graphic Arts International Union, AFL–CIO.** Case 3–CA–5946

March 26, 1976

## DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS FANNING AND PENELLO

Upon a charge and an amended charge filed on January 21, 1975, and March 14, 1975, respectively, by Local 259, Graphic Arts International Union, AFL–CIO, herein called the Union, and duly served on Amsterdam Printing and Litho Corp., herein called the Respondent, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 3, issued a complaint and an amended complaint on March 17, 1975, and July 2, 1975, respectively, alleging that Respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charge, complaint, and notice of hearing before an Administrative Law Judge were duly served on the parties to this proceeding.

With respect to the unfair labor practices, the complaint alleges in substance that on December 18, 1974, following a Board election in Case 3–RC–5847 the Union was duly certified as the exclusive collective-bargaining representative of Respondent's employees in the unit found appropriate;[1] and that, commencing on or about December 18, 1974, and at all times thereafter, Respondent has refused, and continues to date to refuse, to bargain collectively with the Union as the exclusive bargaining representative, although the Union has requested and is requesting it to do so.

The complaint also alleges that Respondent, in violation of Section 8(a)(5), on December 18, 1974, unilaterally eliminated payment of a Christmas bonus; on December 26, 1974, laid off 8 of the 21 unit employees; on January 1, 1975, changed existing wages; and on January 2, 1975, reduced the workweek for unit employees, without notice to or consultation with the Union, or affording it an opportunity to bargain concerning this action. On March 28, 1975, Respondent filed its answer to the complaint admitting in part, and denying in part, the allegations in the complaint.

On July 17, 1975, counsel for the General Counsel filed directly with the Board motions for summary judgment and to strike portions of Respondent's answer to the complaint. He asserts, in effect, that portions of Respondent's answer are sham and frivolous pleadings, and that Respondent is attempting to relitigate issues which were raised and litigated in the underlying representation proceeding. Subsequently, on August 7, 1975, the Board issued an order transferring the proceeding to the Board and a notice to show cause why the General Counsel's motion for summary judgment should not be granted. Respondent thereafter filed, in response to the notice to show cause, a memorandum in opposition to the motion to transfer the proceeding to Board, to strike Respondent's answer in part, and for summary judgment, together with an affidavit in oppositon to the motion for summary judgment. In addition, on August 21, 1975, Respondent filed a motion for summary judgment, with exhibits attached. On July 21, 1975, the Union filed a statement in support of the General Counsel's motion, and thereafter on August 28, 1975, filed a response to Respondent's submissions. The Union requests, *inter alia,* that, in addition to the normal remedy of ordering Respondent to bargain with it, the Board order the restoration of the *status quo ante* with regard to all working conditions which were unilaterally changed by Respondent, that it be given access to plant bulletin boards and a list of all unit employees, and that Respondent be ordered to pay all costs of litigation, including reasonable counsel fees, to both the Board and the Union. Thereafter, on September 8, 1975, Respondent filed a reply to the Union's memorandum.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Upon the entire record in this proceeding, the Board makes the following:

### Ruling on the Motions for Summary Judgment and To Strike in Part

In its answer to the complaint, Respondent admits the service of the charge and amended charge, but denies the dates thereof and also the certified Union's[2] request for bargaining. It admits[3] that it

[1] Official notice is taken of the record in the representation proceeding, Case 3–RC–5847, as the term "record" is defined in Secs. 102.68 and 102.69(g) of the Board's Rules and Regulations, Series 8, as amended. See *LTV Electrosystems, Inc.,* 166 NLRB 938 (1967), enfd. 388 F.2d 683 (C.A. 4, 1968); *Golden Age Beverage Co.,* 167 NLRB 151 (1967), enfd. 415 F.2d 26 (C.A. 5, 1969); *Intertype Co.* v. *Penello,* 269 F.Supp. 573 (D.C. Va., 1967); *Follett Corp.,* 164 NLRB 378 (1967), enfd. 397 F.2d 91 (C.A. 7, 1968); Sec. 9(d) of the NLRA.

[2] The Respondent admits, and the record in Case 3–RC–5847 shows, that in the second election conducted by the Regional Director on December 10, 1974, a majority of the unit employees selected the Union as its bargaining representative and that on December 18, 1974, the Regional Director, in the absence of objections to the election, certified the Union as exclusive representative of all employees in the appropriate unit.

[3] Respondent's answer admits that these allegations are "substantially

refused to bargain with the Union, whose representative status it denies, and that it engaged in the unilateral activity alleged in the complaint. Affirmatively, it asserts that it was not obligated to bargain with the Union due to errors in the Board's ruling in the representation case with regard to the Union's untimely filed exceptions to the Regional Director's Report on Objections and with regard to the unilateral activity which it contends is within the rights of management and was based on past practices and economic necessity. In its response to the notice to show cause, in its own motion for summary judgment, and in its reply to the Union's memorandum, Respondent essentially reasserts at length its contention that the Board erred in its acceptance of the Union's untimely filed exceptions as timely, and that said ruling denied it due process because it was, in fact, made by the Executive Secretary rather than the Board.

Initially, we find no issue warranting a hearing raised by Respondent's denial of the dates of service of the charges alleged in the complaint. The complaint alleges service "on or about" January 21, 1975, for the charge and March 14, 1975, for the amended charge, and the General Counsel attaches as exhibits to his motions return receipts of service of the charges, signed by Respondent and dated January 22, 1975, and March 18, 1975. Inasmuch as actual service of the charges is admitted by Respondent, we find this minor discrepancy in dates to be within the latitude of the allegations of the complaint and, accordingly, this denial is striken as requested by the General Counsel.

With regard to Respondent's denial of the Union's request to bargain, we note that Respondent admits that the Union did "at some date subsequent to December 18, 1974, request a meeting with the Employer." However, attached as an exhibit to the General Counsel's motions is an affidavit executed by one Robert B. Singer, executive vice president,[4] admitted to be a supervisor and agent of the Respondent, in which he states, in part, "After Local 259 GAIU was certified by the Regional Director, Emery Miller, the local president, sent several letters requesting to bargain with us." [5] This document and the import thereof are not now controverted by Respondent and, accordingly, we find that the Union, on the date alleged in the complaint, did request bargaining with Respondent, and Respondent's denial in this regard is also stricken.

We turn now to Respondent's central contention, that the Board erred in its representation case ruling concerning the timely filing of the Union's exceptions to the Regional Director's Report on Objections. Review of the representation case record, which we have before us, shows that following an election conducted December 19, 1973, in which the Union did not receive a majority of the votes, the union filed timely objections to the election. On January 29, 1974, the Regional Director issued a Report on Objections in which he recommended that they be overruled and the results of the election be certified. The Union requested, and was granted, an extension of time to file exceptions to this report, up to and including February 21, 1974. On February 27, 1974, the Union filed a motion to accept untimely filed exceptions and brief, together with an affidavit in support thereof in which it stated, in substance, that although filing of the exceptions had been undertaken sufficiently in advance to ensure timely filing, errors by a common carrier delayed delivery until beyond the filing deadline. On February 28, 1974, the Board, by its Executive Secretary, advised the parties that it was considering the exceptions. Thereafter, on March 11, 1974, Respondent filed an opposition to the Union's motion to accept the untimely filed exceptions, and on March 13, 1974, the Board, again through its Executive Secretary, telegraphically acknowledged receipt of the opposition, but reaffirmed its original decision to accept the Union's exceptions as timely filed. The Board thereafter found merit in one of the Union's exceptions and on May 10, 1974, ordered a hearing thereon. At the hearing, Respondent moved to dismiss on the basis of the untimely filing of the Union's exceptions, which motion the Hearing Officer denied. On June 27, 1974, the Hearing Officer issued his Report and Recommendations in which he recommended that the election be set aside and another conducted on the basis of prejudicial conduct by Respondent. Respondent then filed a "Bill of Exceptions" to this report in which Exception VI assigned error to the Hearing Officer's denial of Respondent's motion to dismiss. On November 15, 1974, the Board issued a Supplemental Decision, Order, and Direction of Second Election [6] in which it specifically referred to its March 13, 1974, ruling on this issue, while affirming the rulings of the Hearing Officer.

correct." We do not find this qualification of sufficient particularity to constitute a denial within the meaning of Sec. 102.20 of the Board's Rules and Regulations, Series 8, as amended.

[4] Respondent admits the allegations of par. V of the complaint, which alleges, *inter alia*, that Singer is a supervisor and agent of Respondent.

[5] The General Counsel attaches as exhibits to his motion copies of letters from the Union to Respondent dated December 17, 1974, January 2, 1975, and February 12, 1975, in each of which the Union requests a meeting to negotiate a contract with Respondent. These documents stand uncontroverted.

[6] *Amsterdam Printing & Litho Corp.*, 214 NLRB 824 (1974). (Members Fanning and Penello, Chairman Miller concurring.)

In view of the foregoing, it appears that Respondent's contention regarding the Board's acceptance of the Union's untimely filed exceptions was raised and considered by the Board in the underlying representation case. Under well-settled rules precluding litigation in an 8(a)(5) proceeding of issues which were raised and litigated in a prior representation proceeding, Respondent may not relitigate this issue herein.[7] Further, although denied herein by Respondent, the representative status of the Union was determined in the representation proceeding and, accordingly, under this same principle, may not be relitigated by Respondent in the instant proceeding. Its denial thereof is stricken as requested by the General Counsel.

As noted above, in its answer to the complaint Respondent admits that it engaged in unilateral action affecting the wages and terms of employment of unit employees without bargaining with the Union, but affirmatively asserts that it was not obliged to bargain with the certified Union due to the Board's representation case errors, and because the action was within the rights of management and was based on past practice and economic conditions. Having considered and found no merit in the first of these defenses, we now consider the remainder. Initially, it is well settled that unilateral changes in the terms and conditions of employment, as admitted herein, without bargaining with a union certified as exclusive representative of the unit employees, violate Section 8(a)(5).[8] With regard to the economic conditions and management rights defenses, we find them lacking in merit. In this connection, the Board's decision in *Awrey Bakeries, Inc.*,[9] concerning a similar defense, appears particularly appropriate. Therein it was stated, in pertinent part, at *Affirmative Defense,* par. 3:

> The argument here seems to be that so long as a business change that affects conditions of employment is economically advantageous to the employer, the statutory duty to bargain with the employees' representative is inapplicable. It is a mistaken notion, and has been rejected too often to justify precedent citation. Neither the statute nor this complaint suggests that the Respondent, or any employer, is not free to discharge people, to change their pay, to alter their conditions of employment for economic reasons. All Section 8(a)(5) requires, and all this complaint complains about, is that the employer is obligated, whenever, as here, there is an exclusive bargaining agent, to discuss the proposed change with the union. There was nothing to prevent this company from making the change when it did, and in a manner perfectly consistent with the statute. All it had to do was respond cooperatively to the Union's April 16 letter, or to its telephone call to Awrey in June, and talk with union agents about the proposed change. That is all collective bargaining is about.

Nor do we find merit in the assertion that these unilateral changes are justified by past practice, as the practices of Respondent prior to the certification of the Union do not relieve it of the obligation to consult with the certified Union about the implementation of these practices as affecting the wages, hours, and other terms and conditions of employment of the unit employees. *Oneita Knitting Mills, Inc.,* 205 NLRB 500 (1973).

In view of the foregoing, we shall grant the General Counsel's motions to strike and for summary judgment, and the Respondent's motion for summary judgment is denied.[10]

On the basis of the entire record, the Board makes the following:

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENT

Respondent is a New York corporation with its principal office and place of business at Wallins Corners Road, Amsterdam, New York, which is the only facility involved herein. It is, and at all times material herein has been, engaged at this location in the manufacture and sale of novelty products. During the past year, in the course and conduct of its business operations, Respondent purchased and delivered to its Amsterdam plant goods and materials valued in excess of $50,000, of which goods and materials valued in excess of $50,000 were transported to said plant directly from States other than the State of New York.

We find, on the basis of the foregoing, that Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effecutate the policies of the Act to assert jurisdiction herein.

[7] *Pittsburgh Plate Glass Company* v. *N.L.R.B.*, 313 U.S. 146 (1941); Rules and Regulations of the Board, Secs. 102.67(f) and 102.69(c).

[8] *N.L.R.B.* v. *Katz, et al.*, 369 U.S. 736 (1962).

[9] 217 NLRB No. 127 (1975).

[10] We do not find that the Respondent has engaged in patently frivolous litigation and accordingly shall not order that Respondent pay litigation costs and fees as requested by the Union *Heck's, Inc.*, 215 NLRB No. 142 (1974). With regard to the Union's request that the Respondent be ordered to grant access to Respondent's bulletin boards and a list of unit employees, we do not believe that the unfair labor practices found herein warrant such remedial action. *Whiting Corporation,* 188 NLRB 500 (1971). Nor has the Union made a showing justifying such a remedy.

## II. THE LABOR ORGANIZATION INVOLVED

Local 259, Graphic Arts International Union, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

## III. THE UNFAIR LABOR PRACTICES

### A. *The Representation Proceeding*

#### 1. The unit

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

> All lithographic production employees employed by the Employer at its Wallins Corners Road, Amsterdam, New York, plant and place of business, excluding all non-lithographic production and maintenance employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act.

#### 2. The certification

On December 10, 1974, a majority of the employees of Respondent in said unit, in a secret ballot election conducted under the supervision of the Regional Director for Region 3 designated the Union as their representative for the purpose of collective bargaining with Respondent. The Union was certified as the collective-bargaining representative of the employees in said unit on December 18, 1974, and the Union continues to be such exclusive representative within the meaning of Section 9(a) of the Act.

### B. *The Request To Bargain and Respondent's Refusal*

Commencing on or about December 18, 1974, and at all times thereafter, the Union has requested the Respondent to bargain collectively with it as the exclusive collective-bargaining representative of all the employees in the above-described unit. Commencing on or about December 18, 1974, and continuing at all times thereafter to date, the Respondent has refused, and continues to refuse, to recognize and bargain with the Union as the exclusive representative for collective bargaining of all employees in said unit. In addition, on December 18, 1974, Respondent unilaterally eliminated payment of a Christmas bonus for unit employees; on December 26, 1974, laid off 8 of 21 unit employees; on January 1, 1975, changed existing wage rates for unit employees; and on January 2, 1975, reduced the workweek for unit employees without notice to or consultation with the Union, and without affording it the opportunity to bargain concerning the decision to make said changes.

Accordingly, we find that the Respondent has, since December 18, 1974, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit, and that, by such refusal, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

## IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship 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 Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, we shall order that it cease and desist therefrom, and, upon request, bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit, and, if an understanding is reached, embody such understanding in a signed agreement.

In order to insure that the employees in the appropriate unit will be accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of certification as beginning on the date Respondent commences to bargain in good faith with the Union as the recognized bargaining representative in the appropriate unit. See *Mar-Jac Poultry Company, Inc.,* 136 NLRB 785 (1962); *Commerce Company d/b/a Lamar Hotel,* 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (C.A. 5, 1964), cert. denied 379 U.S. 817 (1964); *Burnett Construction Company,* 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (C.A. 10, 1965).

Having also found that Respondent unilaterally eliminated Christmas bonuses for unit employees, laid off eight employees, changed existing wages, and reduced the workweek without notice to or consultation with the Union or providing it with an opportunity to bargain about such measures, we shall, in addition to ordering it to bargain about these changes, order it to restore the *status quo ante.* With regard to

the eliminated bonuses we shall order that Respondent pay these bonuses to employees, together with interest thereon at 6 percent per annum from the date they would have been paid. With regard to the reduced workweek, we shall order that Respondent restore the workweek hours of prior to January 2, 1975, and make whole unit employees for any loss they may have suffered by reason of this reduction from that date until such hours are restored, together with interest thereon at 6 percent per annum. With regard to the changed wages, we shall order that Respondent restore the wages paid unit employees prior to the unilateral change of January 1, 1975, and make whole employees for any losses they may have suffered as a result of this change, toghether with 6-percent interest, but this provision shall not serve to reduce unit employees' current wages if higher than those paid prior to January 1, 1975, unless such reduction is a result of collective bargaining with the Union. Finally, with regard to the employees laid off on December 26, 1974, it is apparent that, assuming their layoff was economically motivated as we do, they would have been employed until completion of bargaining, had Respondent met its statutory responsibilities in that respect. Accordingly, although we shall not order Respondent to reinstate the laid-off employees, we shall order Respondent to make them whole for any loss of earnings they may have suffered by reason of the unilateral action taken in laying them off on December 26, 1974. Backpay shall be based on the earnings such laid-off employees would normally have received from the date of layoff to the date the obligation to bargain is met,[11] less any net interim earnings, and shall be computed on the bases set forth in *F. W. Woolworth Company,* 90 NLRB 289 (1950), and *Isis Plumbing & Heating Co.,* 138 NLRB 716 (1962).

The Board, upon the basis of the foregoing facts and the entire record makes the following:

## CONCLUSIONS OF LAW

1. Amsterdam Printing and Litho Corp. is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local 259, Graphic Arts International Union, AFL–CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. All lithographic production employees employed by the Employer at its Wallins Corners Road, Amsterdam, New York, plant and place of business, excluding all non-lithographic production and maintenance employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since December 18, 1974, the above-named labor organization has been and now is the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing on or about December 18, 1974, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive bargaining representative of all the employees of Respondent in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a) of the Act.

6. By unilaterally eliminating Christmas bonuses for unit employees, laying off eight unit employees on December 26, 1974, changing existing wages in January 1, 1975, and reducing the workweek for unit employees on January 2, 1975, without notice to or consultation with the certified Union, or providing it with an opportunity to bargain about such changes, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

7. By the aforesaid refusal to bargain and unilateral activity, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, employees in the exercise of the rights guaranteed to them in Section 7 of the Act,

[11] Chairman Murphy would not order Respondent to pay backpay from the date of layoff until bargaining begins. She would modify that requirement by ordering Respondent to pay the laid-off employees backpay at the rate of their normal wages last in Respondent's employ from 5 days after the date of this Decision and Order until the occurrence of the earliest of the following conditions: (1) the date the Respondent bargains to agreements with the Union on those subjects pertaining to the layoff of these employees, including the effect of such layoff on them; (2) a bona fide impasse in bargaining; (3) the failure of the Union to request bargaining within 5 days of this Decision, or to commence negotiations within 5 days of the Respondent's notice of its desire to bargain with the Union; or (4) the subsequent failure of the Union to bargain in good faith; but in no event shall the sum paid to any of these employees exceed the amount he would have earned as wages from the date of the layoff to the time he secured equivalent employment elsewhere, or the date on which the Respondent shall have offered to bargain, whichever occurs sooner; provided, however, that in no event shall this sum be less than these employees would have earned for a 2-week period at the rate of their normal wages when last in the Respondent's employ. Cf. *Transmarine Navigation Corporation,* 170 NLRB 389 (1968); *Interstate Tool Co., Inc.,* 177 NLRB 686, 687 (1969). In her view, this qualified backpay remedy will place the Union in an effective bargaining position while recognizing the economic necessity that apparently compelled the layoff of the employees.

Chairman Murphy would also provide for a limited form of reinstatement for the laid-off employees. While she believes that these employees ultimately are entitled to reinstatement with their full rights restored, she would not require Respondent to offer them such reinstatement without regard for any consideration of whether Respondent's economic situation would permit it. Instead, she would order Respondent to prepare a preferential hiring list, in consultation with the Union, and to recall in accordance with such list those laid-off employees.

and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

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

## ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent, Amsterdam Printing and Litho Corp., Amsterdam, New York, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Local 259, Graphic Arts International Union, AFL–CIO, as the exclusive bargaining representative of its employees in the following appropriate unit:

> All lithographic production employees employed by the Employer at its Wallins Corners Road, Amsterdam, New York, plant and place of business, excluding all non-lithographic production and maintenance employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act.

(b) Refusing to bargain with Local 259, Graphic Arts International Union, AFL–CIO, by unilaterally eliminating payment of Christmas bonuses to unit employees, laying off unit employees, changing existing wage rates, and reducing the workweek of unit employees, or making any other unilateral changes in the unit employees' terms and conditions of employment.

(c) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them 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 with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Pay to the unit employees the Christmas bonuses unilaterally withheld in the manner set forth in The Remedy section hereof.

(c) Reinstate the wages in effect prior to January 1, 1975, providing that nothing herein is to be construed as requiring Respondent to rescind any wage increases granted unit employees subsequent to said date, unless it be as a result of collective bargaining, and make the unit employees whole for any losses suffered as a result of the unilateral change in wages in the manner set forth in the Remedy.

(d) Restore the workweek of unit employees prior to January 2, 1975, and make whole the unit employees for any loss they may have suffered by reason of the unilateral reduction of the workweek in the manner set forth in the Remedy.

(e) Make all unit employees laid off December 26, 1974, whole for any loss of earnings suffered by their being laid off in the manner set forth in the Remedy.

(f) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(g) Post at its Wallins Corners Road, Amsterdam, New York, location copies of the attached notice marked "Appendix." [12] Copies of said notice, on forms provided by the Regional Director for Region 3, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(h) Notify the Regional Director for Region 3 in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

[12] In the event that 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."

## APPENDIX

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

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with Local 259, Graphic Arts International Union, AFL–CIO, as the exclusive bargaining representative of the employees in the bargaining unit described below.

WE WILL NOT refuse to bargain with the above-named Union by unilaterally eliminating payment of Christmas bonuses to unit employees, laying off unit employees, changing existing wage rates, and reducing the workweek of unit employees, or by making any other unilateral changes in the unit employees' terms and conditions of employment.

WE WILL NOT in any other manner interfere with, restrain or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All lithographic production employees employed by the Employer at its Wallins Corners Road, Amsterdam, New York, plant and place of business, excluding all non-lithographic production and maintenance employees, office clerical employees, professional employees, confidential employees, guards and supervisors as defined in the Act.

WE WILL pay to the unit employess the Christmas bonuses unilaterally withheld, with interest.

WE WILL reinstate the wages in effect prior to January 1, 1975, providing that nothing herein is to be construed as requiring us to rescind any wage increases granted unit employees subsequent to said date, unless it be as a result of collective bargaining, and make the unit employees whole for any losses suffered as a result of the unilateral change in wages, with interest.

WE WILL restore the workweek of unit employees prior to January 2, 1975, and make whole the unit employees for any loss they may have suffered by reason of the unilateral reduction of the workweek, with interest.

WE WILL make all unit employees laid off December 26, 1974, whole for any loss of earnings suffered by their being laid off, with interest.

AMSTERDAM PRINTING AND LITHO CORP.