

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

MAYS PRINTING COMPANY, INC.

Respondent

and

Cases 7-CA-51544
7-CA-52247

LOCAL 2/289-M, GRAPHIC COMMUNICATIONS
CONFERENCE, DISTRICT COUNCIL 3,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Charging Union

COUNSEL FOR THE GENERAL COUNSEL'S
MOTIONS TO TRANSFER CASE TO THE BOARD AND
FOR DEFAULT JUDGMENT

Now comes Patricia A. Fedewa, Counsel for the General Counsel in this matter, and pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, Series 8, as amended, files these Motions to Transfer Case to the Board and for Default Judgment, and in support of the Motions, states as follows:

1. On May 29, 2009, the Board issued its Decision and Order in Case 7-CA-51544, reported at 354 NLRB No. 23 (not reported in Board volumes), finding, among other things, Respondent violated Sections 8(a)(1) and (5) of the Act by: (1) failing to continue in effect health insurance benefits while continuing

to deduct premiums from unit employees' paychecks; (2) unilaterally announcing a reduction of unit employee wages; and (3) bypassing the Charging Union and dealing directly with unit employees on the subject of their wages. Respondent was ordered, among other things, to make its employees whole for any loss of earnings and other benefits suffered as a result of the actions taken against them.

A copy of the Board's decision is attached as Exhibit A.

2. On November 2, 2009, the United States Court of Appeals for the Sixth Circuit issued a Judgment and Order, in Case No. 09-2036, enforcing the Board's May 29, 2009 decision as to Case 7-CA-51544. A copy of the Sixth Circuit Court's decision is attached as Exhibit B.

3. On May 11, 2010, Administrative Law Judge Arthur J. Amchan issued a decision in 7-CA-52247, wherein he found that Respondent violated Sections 8(a)(1) and (3) of the Act by laying off Jeff Krejci and violated Sections 8(a)(1) and (5) of the Act by refusing to bargain with the Charging Union about the effects of closing the camera department. A copy of the ALJ's decision is attached as Exhibit C.

4. On July 1, 2010, the Board issued an order affirming the ALJ's decision in Case 7-CA-52247. Respondent was ordered to reinstate and make Krejci whole for any loss of earnings and other benefits suffered as a result of the actions taken against him and bargain with the Charging Union. A copy of the Board's order is attached as Exhibit D.

5. On June 11, 2010, the Regional Director for the Seventh Region issued and served upon Respondent by certified mail a Compliance Specification and Notice of Hearing. Copies of the Compliance Specification, the affidavit of service, and the return receipt are attached as Exhibits E, F, and G respectively.

6. On page three and four of the Compliance Specification served on Respondent under “Answer Requirement”, Respondent was advised, in pertinent part, as follows:

Respondent is notified that, pursuant to Section 102.56 of the Board’s Rules and Regulations, it must file an answer to the compliance specification. The answer must be received by this office on or before July 2, 2010, or postmarked on or before July 1, 2010. . .

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true.

7. On July 7, 2010, the Regional Director for the Seventh Region served upon Respondent a letter by regular mail, advising that Respondent had not filed an answer to the Compliance Specification. Respondent was further advised that unless it filed an appropriate answer by July 16, 2010, a Motion for Default Judgment would be filed. A copy of the letter and the affidavit of service are attached as Exhibits H and I. To date, the Compliance Specification has not returned by the U.S. Postal Service. The failure of the Postal Service to return this document served by regular mail indicates actual receipt of the Compliance Specification by the Respondent. *Lite Flight, Inc.*, 285 NLRB 649, 650 (1987).

8. To date, Respondent has not filed an answer to the compliance specification. An affidavit by the Regional Director for the Seventh Region establishing this fact is attached as Exhibit J.

9. Respondent twice has been advised of its obligation to file an answer to the Compliance Specification and of the consequences for failing to do so. Section 102.56(c) of the Board's Rules and Regulations provides inter alia, that "If the respondent fails to file any answer to the specification within the time prescribed by this section [within 21 days of service of the specification], the Board may . . . find the specification to be true and enter such order as may be appropriate."

10. As no answer has been filed, all of the allegations of the Compliance Specification should be found to be true. *SDS Distributing Corp.*, 245 NLRB 322 (1979).

WHEREFORE, Counsel for the General Counsel respectfully moves:

(1) that these cases be transferred to the Board and these Motions be ruled on immediately so that, in the event that they are granted, the necessity for and the expense of a hearing on such issues will be obviated. As such, the hearing currently scheduled for August 24, 2010, has been postponed indefinitely.

(2) that the allegations of the Compliance Specification be deemed to be admitted to be true by Respondent without the taking of evidence in support of these allegations in the Compliance Specification.

(3) that the Board grant the motion for default judgment and issue a Decision containing findings of fact, conclusions of law, and an Order, all consistent with the allegations in the Compliance Specification, and the prayer for relief set forth therein.

Respectfully submitted this 21st day of July, 2010.

/s/Patricia A. Fedewa
Patricia A. Fedewa
Counsel for the General Counsel
National Labor Relations Board
Seventh Region
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, Michigan 48226-2569
patricia.fedewa@nrlrb.gov
(313)226-3236

I certify that on the 21st day of July 2010, I served copies of Counsel for the General Counsel's Motions To Transfer Case to the Board and For Default Judgment on the following parties at their E-mail addresses:

Mays Printing Company, Inc. E-mail address: jcm1@maysprinting.com
mjr1@maysprinting.com

Local 2/289-M Graphic Communications
Conference, District Council 3, E-mail address: d-courtney@sbcglobal.net
International Brotherhood of Teamsters

NOTE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

**Mays Printing Company, Inc. and Local 2/289-M,
Graphic Communications Conference, District
Council 3, International Brotherhood of Team-
sters. Case 7-CA-51544**

May 29, 2009

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBER SCHAUMBER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge and first and second amended charges filed by the Union on October 2 and November 18, 2008, and February 24, 2009, respectively, the General Counsel issued the complaint on February 27, 2009, against Mays Printing Company, Inc., the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On March 30, 2009, the General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on March 31, 2009, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment¹

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by the Regional Office on or before March 13, 2009, the Board may find,

¹ Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Chairman Liebman and Member Schaumber constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act. See *New Process Steel v. NLRB*, ___ F.3d ___, 2009 WL 1162556 (7th Cir. May 1, 2009), petition for cert. filed ___ U.S.L.W. ___ (U.S. May 27, 2009) (No. 08-1457); *Northeastern Land Services v. NLRB*, 560 F.3d 36 (1st Cir. 2009), rehearing denied No. 08-1878 (May 20, 2009). But see *Laurel Baye Healthcare of Lake Lanier, Inc. v. NLRB*, ___ F.3d ___, 2009 WL 1162574 (D.C. Cir. May 1, 2009), petition for rehearing filed Nos. 08-1162, 08-1214 (May 27, 2009).

pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the motion disclose that the Region, by letter dated March 16, 2009, notified the Respondent that unless an answer was received by March 23, 2009, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

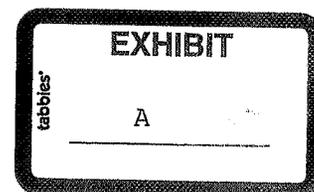
At all material times, the Respondent, a Michigan corporation with an office and facility located at 15800 Livernois Avenue, Detroit, Michigan, has been engaged in the printing business. By direction of the Board, investigative subpoenas duces tecum B-572284 and B-572534 issued on December 2, 2008, and February 3, 2009, respectively, requiring the Respondent to produce jurisdictional information. Both subpoenas were delivered to 15800 Livernois Avenue, Detroit, Michigan 48238, the Respondent's mailing address, by certified mail. The Respondent failed to produce the requested information.

During calendar year 2008, a representative period, the Respondent, in conducting its business operations described above, purchased and received from DTE Energy Company, a local public utility company, natural gas in excess of \$10,000, and this natural gas originated from outside the State of Michigan.

Because the Respondent has failed to comply with properly served Board subpoenas calling for the production of jurisdictional information, the Board is dispensing with its application of the \$50,000 discretionary jurisdictional standard and asserting jurisdiction because a showing of de minimis commerce has been established.²

Accordingly, we find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union, Local 2/289-M, Graphic Communications Conference, District Council 3, International Brotherhood of Teamsters, is a labor organization within the meaning of Section 2(5) of the Act.

² *Continental Packaging Corp.*, 327 NLRB 400, 401 (1998) (where a respondent "refused to provide information relevant to the Board's jurisdictional determination, only statutory jurisdiction need be established for the General Counsel to establish a sufficient basis for the assertion of jurisdiction"), citing *Tropicana Products*, 122 NLRB 121 (1959), *Valentine Painting & Wallcovering*, 331 NLRB 883, 883-885 (2000), enf'd mem. 8 Fed.Appx. 116 (2d Cir. 2001).



II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, James Mays has held the position of chief executive officer of the Respondent and has been a supervisor of the Respondent within the meaning of Section 2(11) of the Act and agent of the Respondent within the meaning of Section 2(13) of the Act.

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

All full-time and regular part-time designers, strippers, press employees, bindery employees, operators and production employees employed by Respondent at its facility located at 15800 Livernois Avenue, Detroit, Michigan, but excluding all other employees such as office clerical, managers, and guards and supervisors as defined in the Act.

Since at least November 2006 and at all material times, the Union has been the designated exclusive collective-bargaining representative of the unit and has been recognized as such representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from November 2, 2007, through October 31, 2010.

At all times since at least November 2006, by virtue of Section 9(a) of the Act, the Union has been the exclusive representative of the unit for purposes of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

Since about July 2008, the Respondent has failed to continue in effect the health insurance benefits described in the 2007–2010 collective-bargaining agreement while continuing to deduct health insurance premiums from unit employees' paychecks.

About October 1, 2008, the Respondent announced its implementation of a wage reduction of unit employees' wages.

About October 1, 2008, the Respondent engaged in a course of conduct to bypass the Union and deal directly with unit employees on the subject of employees' wages.

The subjects set forth above relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in the conduct described above without prior notice to the Union and without affording the Union a meaningful opportunity to bargain with respect to this conduct and the effects of this conduct on the unit. The Respondent engaged in the conduct described above without the Union's consent.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its unit employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by failing and refusing since about July 2008 to continue in effect unit employees' health insurance benefits as required by the parties' 2007–2010 collective-bargaining agreement while deducting health insurance premiums from unit employees' paychecks, we shall order the Respondent to restore the unit employees' health insurance benefits, and make all required benefit-fund payments or contributions that have not been made since about July 2008, including any additional amounts applicable to such payments or contributions as set forth in *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).³ Further, the Respondent shall reimburse unit employees for any expenses ensuing from the Respondent's failure to continue their health-care benefits, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981). Such amounts are to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (2987).⁴

In addition, having found that the Respondent unlawfully implemented a reduction in wages, we shall order the Respondent to rescind that reduction, restore the status quo ante, and make the unit employees whole for any loss of earnings and other benefits attributable to its

³ To the extent that an employee has made personal contributions to a benefit or other fund that have been accepted by the fund in lieu of the Respondent's delinquent contributions to the funds during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to any amount that the Respondent otherwise owes the funds.

⁴ In the complaint, the General Counsel seeks compound interest computed on a quarterly basis for any monetary awards. Having duly considered the matter, we are not prepared at this time to deviate from our current practice of assessing simple interest. See, e.g., *Glen Rock Ham*, 352 NLRB 516 fn. 1 (2008), citing *Rogers Corp.*, 344 NLRB 504 (2005).

unlawful conduct. Backpay shall be computed in accordance with *Ogle Protection Service*, supra, with interest as prescribed in *New Horizons for the Retarded*, supra. Further, because the wage rates that were unilaterally reduced are not alleged as being set forth in the 2007–2010 collective-bargaining agreement, we shall also order the Respondent to maintain the wage rates in effect prior to the October 1, 2008 unilateral change until it bargains in good faith with the Union to an agreement or impasse about wages.

ORDER

The National Labor Relations Board orders that the Respondent, Mays Printing Company, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain with Local 2/289-M, Graphic Communications Conference District Council 3, International Brotherhood of Teamsters as the exclusive collective-bargaining representative of the employees in the following appropriate unit, by failing to continue in effect the health insurance benefits described in the 2007–2010 collective-bargaining agreement, unilaterally implementing a reduction in unit employees' wages, and bypassing the Union and dealing directly with unit employees on the subject of employees' wages. The appropriate unit is:

All full-time and regular part-time designers, strippers, press employees, bindery employees, operators and production employees employed by Respondent at its facility located at 15800 Livernois Avenue, Detroit, Michigan, but excluding all other employees such as office clerical, managers, and guards and supervisors as defined in the Act.

(b) 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) Continue in effect the health insurance benefits described in the 2007–2010 collective-bargaining agreement.

(b) Make all required health insurance benefit fund payments or contributions that have not been made since about July 2008, and reimburse unit employees for any expenses resulting from its unlawful failure to continue their health care benefits, with interest, in the manner set forth in the remedy section of this decision.

(c) Rescind the unilateral reduction in employees' wages implemented on October 1, 2008, and restore the

status quo that existed prior to that reduction, until the Respondent bargains with the Union in good faith to an agreement or an impasse.

(d) Make whole the unit employees for any loss of earnings and benefits suffered as a result of the unilateral reduction in wages, with interest, in the manner set forth in the remedy section of this decision.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amounts of backpay due under the terms of this Order.

(f) Within 14 days after service by the Region, post at its facility in Detroit, Michigan, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 7, 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, 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 July 2008.

(g) Within 21 days after service 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.

Dated, Washington, D.C. May 29, 2009

Wilma B. Liebman, Chairman

Peter C. Schaumber, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

⁵ 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."

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 a 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 fail and refuse to bargain with Local 2/289-M, Graphic Communications Conference District Council 3, International Brotherhood of Teamsters as the exclusive collective-bargaining representative of the employees in the following appropriate unit, by failing to continue in effect the health insurance benefits described in our 2007–2010 collective-bargaining agreement with the Union, unilaterally implementing a reduction in unit employees' wages, and bypassing the Union and dealing directly with unit employees on the subject of employees' wages. The appropriate unit is:

All full-time and regular part-time designers, strippers, press employees, bindery employees, operators and production employees employed by us at our facility located at 15800 Livernois Avenue, Detroit, Michigan, but excluding all other employees such as office clerical, managers, and guards and supervisors as defined in the Act.

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 continue in effect the health insurance benefits described in the 2007–2010 collective-bargaining agreement.

WE WILL make all required health insurance benefit fund payments or contributions that have not been made since about July 2008, and reimburse unit employees for any expenses resulting from our unlawful failure to continue their health insurance benefits, with interest.

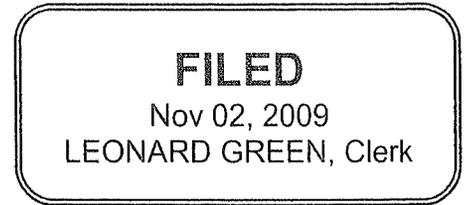
WE WILL rescind the unilateral reduction in employees' wages implemented on October 1, 2008, and restore the status quo that existed prior to the unilateral changes, until we bargain with the Union in good faith to an agreement or an impasse.

WE WILL make the unit employees whole, with interest, for any loss of earnings and benefits suffered as a result of the unilateral reduction in wages.

MAYS PRINTING COMPANY, INC.

No. 09-2036

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT



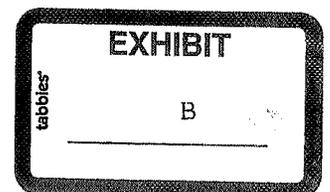
NATIONAL LABOR RELATIONS BOARD,)
)
 Petitioner,)
)
 v.)
)
 MAYS PRINTING CO.,)
)
 Respondent.)
)

J U D G M E N T

Before: BATCHELDER, Chief Judge; SILER and GIBBONS, Circuit Judges.

The National Labor Relations Board (the "Board") applies for summary enforcement of its May 29, 2009 decision and order in Case No. 7-CA-51544 in which it found the respondent violated federal labor law and directed the respondent to take certain remedial steps stated therein. The respondent failed to file a timely answer to the unfair labor practices charges and the Board entered a default judgment against it. The respondent failed to file a timely answer to the application for summary enforcement. Under these circumstances, we conclude the Board is entitled to the relief sought. *See NLRB v. Tri-State Warehouse & Distrib., Inc.*, 677 F.2d 31 (6th Cir. 1982) (order) (in the absence of extraordinary circumstances, a Board decision and order is entitled to summary enforcement if no objections are filed with the Board); *NLRB v. Innkeepers of Ohio, Inc.*, 596 F.2d 177 (6th Cir. 1979) (order).

It therefore is **ORDERED** and **ADJUDGED** that the Board's May 29, 2009 decision and order in Case No. 7-CA-51544 is hereby enforced. The respondent, Mays Printing Co., its officers,



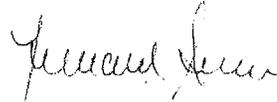
No. 09-2036

- 2 -

agents, successors and assigns, shall abide by and perform the directions of the Board set forth in such order. (See Attached Order and Appendix.)

The mandate shall issue forthwith.

ENTERED BY ORDER OF THE COURT

A handwritten signature in cursive script, appearing to read "Leonard Green".

Leonard Green
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

MAYS PRINTING COMPANY INC.

ORDER

Mays Printing Company, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to bargain with Local 2/289-M, Graphic Communications Conference District Council 3, International Brotherhood of Teamsters as the exclusive collective-bargaining representative of the employees in the following appropriate unit, by failing to continue in effect the health insurance benefits described in the 2007-2010 collective-bargaining agreement, unilaterally implementing a reduction in unit employees' wages, and bypassing the Union and dealing directly with unit employees on the subject of employees' wages. The appropriate unit is:

All full-time and regular part-time designers, strippers, press employees, bindery employees, operators and production employees employed by Respondent at its facility located at 15800 Livernois Avenue, Detroit, Michigan, but excluding all other employees such as office clerical, managers, and guards and supervisors as defined in the Act.
 - (b) 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) Continue in effect the health insurance benefits described in the 2007-2010 collective-bargaining agreement.
 - (b) Make all required health insurance benefit fund payments or contributions that have not been made since about July 2008, and

reimburse unit employees for any expenses resulting from its unlawful failure to continue their health care benefits, with interest, in the manner set forth in the remedy section of the Board's May 29, 2009 Decision and Order reported at 354 NLRB No. 23.

- (c) Rescind the unilateral reduction in employees' wages implemented on October 1, 2008, and restore the status quo that existed prior to that reduction, until the Respondent bargains with the Union in good faith to an agreement or an impasse.
- (d) Make whole the unit employees for any loss of earnings and benefits suffered as a result of the unilateral reduction in wages, with interest, in the manner set forth in the remedy section of this decision.
- (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amounts of backpay due under the terms of this Order.
- (f) Within 14 days after service by the Region, post at its facility in Detroit, Michigan, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 7, 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, 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 July 2008.
- (g) Within 21 days after service 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 PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 a 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 fail and refuse to bargain with Local 2/289-M, Graphic Communications Conference District Council 3, International Brotherhood of Teamsters as the exclusive collective-bargaining representative of the employees in the following appropriate unit, by failing to continue in effect the health insurance benefits described in our 2007-2010 collective-bargaining agreement with the Union, unilaterally implementing a reduction in unit employees' wages, and bypassing the Union and dealing directly with unit employees on the subject of employees' wages. The appropriate unit is:

All full-time and regular part-time designers, strippers, press employees, bindery employees, operators and production employees employed by us at our facility located at 15800 Livernois Avenue, Detroit, Michigan, but excluding all other employees such as office clerical, managers, and guards and supervisors as defined in the Act.

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 continue in effect the health insurance benefits described in the 2007-2010 collective-bargaining agreement.

WE WILL make all required health insurance benefit fund payments or contributions that have not been made since about July 2008, and reimburse unit

employees for any expenses resulting from our unlawful failure to continue their health insurance benefits, with interest.

WE WILL rescind the unilateral reduction in employees' wages implemented on October 1, 2008, and restore the status quo that existed prior to the unilateral changes, until we bargain with the Union in good faith to an agreement or an impasse.

WE WILL make the unit employees whole, with interest, for any loss of earnings and benefits suffered as a result of the unilateral reduction in wages.

MAYS PRINTING COMPANY, INC

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

MAYS PRINTING COMPANY, INC.

and

Case 7-CA-52247

LOCAL 2/289-M, GRAPHIC COMMUNICATONS
CONFERENCE, DISTRICT COUNCIL 3, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Patricia Fedewa, Esq., for the General Counsel.
Michael J. Robinson, Vice President, Information Technologies,
Mays Printing Company, Inc., Detroit, Michigan, Pro Se, for the Respondent.

DECISION

Statement of the Case

ARTHUR J. AMCHAN, Administrative Law Judge. This case was tried in Detroit, Michigan, on March 22, 2010. The Union filed the original charge on July 20, 2009. The General Counsel issued the complaint on September 19, 2009.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the brief filed by the General Counsel and letter submitted by Respondent, I make the following

Findings of Fact

I. Jurisdiction

Respondent, Mays Printing Company, Inc., is in the printing business in Detroit, Michigan. During calendar year 2008, Respondent had gross receipts in excess of \$500,000 and purchased and received natural gas valued in excess of \$10,000 from DTE Energy, whose natural gas originates outside of the State of Michigan. 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 and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

The General Counsel alleges that on July 9, 2009, Respondent laid off employee Jeffrey Krejci in retaliation for his activities as union steward in violation of Section 8(a)(3) and (1) of the Act. He also alleges that Respondent permanently closed all or part of its camera department without providing the Union an opportunity to bargain over the closure or its effects in violation of Section 8(a)(5) and (1).

Respondent hired Jeffrey Krejci in April 2005. On his third day as Respondent's employee, Krejci was arrested for driving under the influence of alcohol and missed work. When he showed up for work on the fourth day, Krejci told his supervisor, production foreman

EXHIBIT

C

James McTere that he had not been at work the day previously because he had been arrested for DUI.

5 Krejci was the only permanent employee in Respondent's stripping or "film and plates" department. Respondent's graphic designers, usually Kenon Cross and Paul Altese, performed typesetting work on computers. Then they sent the work that could not be processed digitally to Krejci. He reviewed their work and then processed it into film which he used to produce plates for a printing press. After making proofs which are reviewed by Respondent's customers, Krejci transmitted the plates to press operators who produced Respondent's books, magazines,
10 posters, business cards, etc.

The majority of Respondent's work, such as funeral programs, is run on a digital press, which does not require any stripping work. However, not all Respondent's products, particularly large products and work requiring many copies, can be produced digitally.

15 The Union, Local 2/289, Graphic Communications Conference, has been the authorized collective bargaining representative of Respondent's designers, strippers, press employees, bindery employees, operators and production employees since at least November 2006. At all times material to this case, Jeffrey Krejci was the Union's steward at Respondent's facility.

20 Respondent and the Union have been parties to two collective bargaining agreements, the latest of which is effective from November 2, 2007 until October 31, 2010. Article 42 of this agreement provides for dues check-off and transmission of dues by Respondent to the Union.

25 Sometime in the spring of 2009 or earlier, the Union filed unfair labor practice charges against Respondent alleging that Respondent unilaterally terminated the health insurance benefits provided in the parties' collective bargaining agreement, and that Respondent unilaterally reduced employees' wages. The General Counsel filed a complaint based on this charge. Respondent failed to file an Answer. Therefore, the Board issued a default judgment
30 which was enforced by the United States Court of Appeals for the Sixth Circuit.

In early to mid-2009, production foreman James McTere told Krejci that Company President James Mays was upset about the charges and wanted Krejci fired. Soon afterwards, Krejci found out that Earl "Butch" Chambliss, a cousin of James Mays, who was not a
35 bargaining unit member, was performing work on Respondent's typesetting computers. Krejci reported this to Daniel Courtney, the Union's Vice President/Staff Representative. Courtney called Mays who told him Chambliss would not work on the typesetting computers any more.

40 Shortly thereafter, an employee informed Krejci that Chambliss was working on the company computers again. Krejci immediately called Courtney. Courtney called James Mays and told him that he wanted to meet with him.

Mays, Krejci and Courtney met on June 29, 2009, at the union office in Warren, Michigan. Mays presented a letter from Chambliss to the effect that Chambliss would not
45 perform any more work on Respondent's computers. Courtney also raised an issue regarding Respondent's remittance of union dues. He informed Mays that until Courtney determined Respondent's status regarding the remittance of union dues, it was no longer authorized to put a small union insignia, commonly called a "union bug," on his products.¹ Without this bug

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¹ Two "union bugs" appear at the bottom of G.C. Exhibit 7.

Respondent could not produce a number of different types of documents, such as posters for City of Detroit elections.

5 Courtney spoke with Mays again on June 30. He informed Mays that Respondent owed the Union \$3,200 in dues. Courtney offered Mays a payment plan of \$200 a week and told Mays that if he complied with the payment plan, he could use the "union bug." Soon afterwards, however, Krejci informed Courtney that Chambliss was again working on the typesetting computers. Courtney called Mays and told him he was no longer authorized to use the "union bug." Mays told Courtney that if that was the case, he was going to have to lay off some employees.²

10 On July 1, 2009 Respondent gave Krejci and graphic designers Paul Altese and Kenon Cross letters informing them they were to be laid off effective July 9. Respondent also faxed the letter to Courtney.

15 On or about July 7, Press Operator Michael Camilleri and Production Foreman James McTere told Krejci that Mays had told them that if Krejci resigned as union steward there would not be any lay-offs. Thursday, July 9, was the last day Jeffrey Krejci worked for Respondent. On Monday, July 13, Respondent recalled Cross and Altese to work.

20 On or about July 15, Daniel Courtney spoke with K. B. Stallworth, who had been on Respondent's committee negotiating with the Union for a collective bargaining agreement in 2007. Stallworth had also negotiated on Respondent's behalf regarding grievances. Stallworth informed Courtney that Respondent was shutting down its stripping department. Courtney told Stallworth that Respondent had to bargain with the Union over the effects of the shutdown. On 25 about July 20, Courtney spoke with James Mays and informed him that if he was shutting down the stripping department, Respondent must engage in effects bargaining with the Union.

30 Respondent apparently operated the stripping department for some time after July 15. The work in that department diminished and ultimately ceased due largely to Respondent's loss of the ability to use the union bug.

Analysis re: discriminatory discharge/lay-off of Jeffrey Krejci

35 In order to establish a violation of Section 8(a)(3) and (1), the Board generally requires the General Counsel to make an initial showing sufficient to support an inference that the alleged discriminatee's protected conduct was a 'motivating factor' in the employer's decision. Then the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of protected conduct, *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 889 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 399-403 (1983); *American Gardens Management Co.*, 338 NLRB 644 (2002).

45 In the instant case, I conclude that Respondent laid off Jeffrey Krejci in retaliation for his union activities, specifically his activity as union steward in attempting to get Respondent to comply with its collective bargaining agreement. Thus, I find that Respondent violated Section 8(a)(3) and (1) in laying off Krejci and refusing to recall him.

50 ² Respondent had to subcontract some work already in-house to companies authorized to utilize the "union bug."

G.C. Exhibit 17, a statement given to the Board by Michael Camilleri on September 8, 2008 establishes the degree of Respondent's animus towards Jeffrey Krejci's union activities. Camilleri apparently gave this statement during an investigation of earlier unfair labor practice charges or to the Union. Camilleri stated that he overheard a conversation between
5 Respondent's President James Mays and employee Louise Rising. Rising asked Mays what she should do about Krejci calling her and discussing her work situation with her. Mays advised Rising to file or threaten to file a sexual harassment charge against Krejci. There is absolutely no evidence that would suggest that Rising would have had any reason to file a sexual harassment complaint against Krejci.

10 Moreover, the record establishes that Respondent laid off Krejci in direct response to the Union's removal of its authorization to use the union bug. That action was taken by the Union because Krejci had informed the Union Staff Representative about "Butch" Chambliss performing unit work in violation of the parties collective bargaining agreement and
15 Respondent's failure to abide by the agreement with regard to the remittance of union dues.

20 Having found that the General Counsel met his initial burden under *Wright Line*, I also conclude that Respondent did not meet its rebuttal burden of showing that it would have laid off or discharged Krejci in the absence of his union activity, *Kieft Bros, Inc.*, 355 NLRB No. 19 (March 25, 2010). Respondent merely made a bald assertion that this was so; it introduced no evidence to support this contention.

Failure to bargain over closure of the stripping department

25 The Union filed a grievance on July 13 regarding the lay-off of Krejci. James Mays responded by sending Daniel Courtney a letter, G.C. Exh. 10, which denied that Krejci's lay-off was discriminatory. He claimed that he had shut down the film, stripping and plate department for business reasons. Courtney called Mays at a later date in July and told him that he had to bargain over the effects of shutting down the department. This is the factual basis for the
30 allegations in Complaint paragraphs 12-15 and 17.

35 For some time after Krejci's lay-off, Respondent continued to do a significant amount of stripping or film work. This was usually done by Martin Griffin, who otherwise worked in the bindery department. However, over time the amount of film work decreased and by the time of the instant hearing virtually no film/stripping work was being performed by Respondent.

40 This decrease in film work may be due in large part to the Union's revocation of authorization to use the "union bug." James Mays has asked the Union to provide Respondent with a stripper other than Krejci, but the Union has refused to do so. Mays made it clear at the hearing that if he were to regain the authorization to use the union bug, he would reactivate the film/stripping department.

45 In light of the above, I conclude that Respondent has not permanently closed down the stripping department. Thus, this decision did not involve a change in the scope and direction of Respondent's enterprise. Therefore, Respondent was obligated to provide the Union an opportunity to bargain over the decision to temporarily shutdown its stripping department and the effects of that decision, *Rahco, Inc.*, 265 NLRB 235, 255-56 (1982). However, since the Union only requested bargaining over the effects of the shutdown, Respondent violated Section 8(a)(5) only in its failure to respond to the Union's request.

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Respondent's objections to reinstatement on the basis of Krejci's alleged misconduct

5 About a week after his last day at work, Krejci called Michael Camilleri, a press operator, who had been the Union's assistant shop steward. Krejci asked Camilleri if any work was being done in the stripping department. Camilleri, who became the production supervisor a month later upon the resignation of James McTere, refused to give Krejci any information about what was going on at Respondent's facility. Krejci told Camilleri that if he would not give him such information, Krejci would call the Michigan Occupational Safety and Health Administration (MIOSH) about the guards on Respondent's presses.

10 Krejci called MIOSHA, which apparently called Respondent about the complaint and then did an on-site inspection. It is not clear how long after the agency's telephone call, the inspection took place. However, Camilleri testified the inspection took place in about September 2009. In February 2010, MIOSH did a second inspection and found no OSHA violations. It is not clear from this record whether MIOSHA issued any citations as the result of the first inspection or why it conducted the follow-up inspection.³ Thus, there is no basis for concluding that Krejci called MIOSHA without a good faith belief that the guards on Respondent's presses were not in compliance with OSHA regulations.

20 Respondent also contends that it need not reinstate Krejci because of his DUI conviction in 2005. However, I credit Krejci's uncontradicted testimony that Respondent, through production manager James McTere, was aware of this conviction when it occurred and took no action with regard to this conviction for several years.⁴

25 When an employee is unlawfully discharged, reinstatement and backpay are appropriate remedies unless the employer can show subsequent conduct, or discovery of conduct, that would have resulted in a lawful discharge. Under well established Board precedent, if an employer establishes that an employee engaged in misconduct for which the employer would have discharged any employee, reinstatement is not ordered and backpay is terminated on the date that the employer first acquired knowledge of the misconduct, *Berkshire Farm Center*, 333 NLRB 367 (2001); *Marshall Durbin Poultry Co.*, 310 NLRB 68, 70 (1993); *John Cuneo, Inc.*, 298 NLRB 856-857 (1990).

35 Respondent has not shown that it would have discharged any employee for a DUI conviction. Moreover, had it discharged Krejci for calling MIOSHA, that discharge may have violated Section 11(c) of the Occupational Safety and Health Act, the OSH Act's anti-discrimination provisions.

40 Finally, Respondent argues that there is no job at the facility for Krejci. However, that is a direct result of Respondent's violation of Section 8(a)(3) and its failure to comply with the

45 ³ Camilleri testified that MIOSHA found Respondent in compliance during the first inspection and that the second took place because the first inspector's boss had to look the guards on the press. Due to Respondent's failure to introduce any documentation regarding the first inspection, I decline to credit Camilleri's self-serving testimony regarding the first inspection. By the time of his testimony at the instant hearing, Camilleri was an agent of Respondent and most likely a supervisor pursuant to Section 2(13) of the Act. He acted as Respondent's representative at the hearing.

50 ⁴ Krejci's testimony is inherently credible on this issue. He testified that he was not able to come to work at Respondent's facility on his third day on the job. Thus, he had to explain his absence to McTere.

terms of the collective bargaining agreement. I leave it to compliance to determine whether or not there would be a job in which to reinstate Krejci had Respondent not violated the Act and failed to comply with the collective bargaining agreement.

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Alleged Johnnie's Poultry Violations

The Board in *Johnnie's Poultry*, 146 NLRB 770 (1964) specified the following safeguards regarding employer interviews of employees in preparation for trial in an unfair labor practice proceeding:

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[T]he employer must communicate to the employee the purpose of the questioning, assure him that no reprisal will take place, and obtain his participation on a voluntary basis; the questioning must occur in a context free from employer hostility to union organization and must not be itself coercive in nature; and the questions must not exceed the necessities of the legitimate purpose by prying into other union matters, eliciting information concerning an employee's subjective state of mind, or otherwise interfering with the statutory rights of employees.

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146 NLRB at 775.

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Three days before the start of the hearing in this matter, Respondent solicited affidavits from employees Kenan Cross and Paul Altese without telling either that their willingness to provide an affidavit was strictly voluntary and that if they chose not to do so, there would be no reprisals. Thus, I find that Respondent violated Section 8(a)(1) in soliciting these affidavits without providing the information required by *Johnnie's Poultry*.

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Remedy

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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.

35

The Respondent having discriminatorily discharged Jeffrey Krejci, it must offer him reinstatement and make him whole for any loss of earnings and other benefits, computed on a quarterly basis from date of discharge to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁵

ORDER

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The Respondent, Mays Printing Company, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

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⁵ 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.

1. Cease and desist from

5 (a) Discharging or otherwise discriminating against any employee for supporting Local 2/289-M, Graphic Communications Conference of the International Brotherhood of Teamsters, or any other union.

(b) Questioning employees about pending unfair labor practices without adhering to the following safeguards:

10 Communicating to the employee the purpose of the questioning, assuring him or her that no reprisal will take place, and obtain his or her participation on a voluntary basis; the questioning must occur in a context free from employer hostility to union organization and must not be itself coercive in nature; and the questions must not exceed the necessities of the legitimate purpose by prying into other union matters, eliciting
15 information concerning an employee's subjective state of mind, or otherwise interfering with the statutory rights of employees.

(c) Refusing to bargain with the Union over the effects of a temporary shutdown of the stripping department.

20 (d) 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.

25 (a) Within 14 days from the date of the Board's Order, offer Jeffrey Krejci full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

30 (b) Make Jeffrey Krejci whole for any loss of earnings and other benefits suffered as a result of the discrimination against him in the manner set forth in the remedy section of the decision.

35 (c) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharge or lay-off, and within 3 days thereafter notify the Jeffrey Krejci in writing that this has been done and that the discharge/lay-off will not be used against him in any way.

40 (d) Bargain over the effects of any decision to temporarily shut down its stripping department.

45 (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

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5 (f) Within 14 days after service by the Region, post at its Detroit, Michigan facility,
copies of the attached notice marked "Appendix."⁶ Copies of the notice, on forms provided by
the Regional Director for Region 7, 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, 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
10 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
July 1, 2009.

15 (g) 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.

Dated, Washington, D.C., May 11, 2010.

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Arthur J. Amchan
Administrative Law Judge

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50 ⁶ 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."

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 a 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 discharge or otherwise discriminate against any of you for supporting Local 2/289-M, Graphic Communications Conference of the International Brotherhood of Teamsters or any other union.

WE WILL NOT question you about pending unfair labor practice charges without adhering to the following safeguards:

Communicating to the employee the purpose of the questioning, assuring him or her that no reprisal will take place, and obtain his or her participation on a voluntary basis; the questioning must occur in a context free from employer hostility to union organization and must not be itself coercive in nature; and the questions must not exceed the necessities of the legitimate purpose by prying into other union matters, eliciting information concerning an employee's subjective state of mind, or otherwise interfering with the statutory rights of employees.

WE WILL NOT temporarily shut down any segment of our operations with giving the Union an opportunity to bargain over the effects of such a decision.

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

WE WILL, within 14 days from the date of this Order, offer Jeffrey Krejci full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Jeffrey Krejci whole for any loss of earnings and other benefits resulting from his discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharge/lay-off of Jeffrey Krejci, and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge/lay-off will not be used against him in any way.

JD-30-10
Detroit, MI

WE WILL, upon request, bargain collectively and in good faith with the Union as the exclusive collective bargaining representative of unit employees with respect to wages, hours and other terms and conditions of employment.

MAYS PRINTING COMPANY, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

477 Michigan Avenue, Federal Building, Room 300

Detroit, Michigan 48226-2569

Hours: 8:15 a.m. to 4:45 p.m.

313-226-3200.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 313-226-3244.

Detroit, MI

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MAYS PRINTING COMPANY, INC.

and

LOCAL 2/289-M, GRAPHIC
COMMUNICATIONS CONFERENCE,
DISTRICT COUNCIL 3, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Case 7-CA-52247

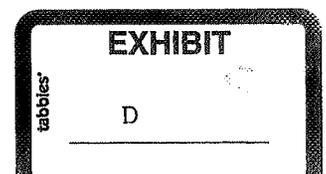
ORDER

On May 11, 2010, Administrative Law Judge Arthur J. Amchan of the National Labor Relations Board issued his Decision in the above-entitled proceeding and, on the same date, the proceeding was transferred to and continued before the Board in Washington, D.C. The Administrative Law Judge found that the Respondent has engaged in certain unfair labor practices, and recommended that it take specific action to remedy such unfair labor practices.

No statement of exceptions having been filed with the Board, and the time allowed for such filing having expired,¹

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, and Section 102.48 of the National Labor Relations Board Rules and Regulations, the Board adopts the findings and conclusions of the Administrative Law Judge as contained in his Decision, and

¹ On June 7, 2010, one day prior to the due date, Respondent sought an extension to file its exceptions. By letter dated June 9, Respondent was advised that its extension request was denied because, pursuant to Section 102.111(b) of the Board's Rules and Regulations, its request was filed within three days of the due date, but was not based on "circumstances not reasonably foreseeable in advance."



orders that the Respondent, Mays Printing Company, Inc., its officers, agents, successors, and assigns, shall take the action set forth in the recommended Order of the Administrative Law Judge.

Dated, Washington, D.C., July 1, 2010.

By direction of the Board:

Richard D. Hardick

Associate Executive Secretary

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION

MAYS PRINTING COMPANY, INC.

Respondent

and

Cases 7-CA-51544
7-CA-52247

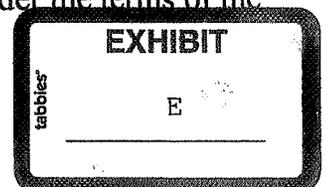
LOCAL 2/289-M, GRAPHIC COMMUNICATIONS
CONFERENCE, DISTRICT COUNCIL 3,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Charging Union

COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued its Decision and Order in Case 7-CA-51544 on May 29, 2009, reported at 354 NLRB No. 23, directing Respondent and its officers, agents, successors, and assigns, *inter alia*, to make whole the unit employees for any loss of earnings and other benefits suffered as a result of the unilateral reduction in wages, with interest. On November 2, 2009, the United States Court of Appeals for the Sixth Circuit entered its judgment in Case No. 09-2036, in an unreported decision, enforcing the aforesaid Decision and Order of the Board. Administrative Law Judge Arthur J. Amchan issued his Decision and recommended Order in Case 7-CA-52247 on May 11, 2010, directing Respondent and its officers, agents, successors, and assigns, *inter alia*, to make whole unit employee Jeffery A. Krejci for any loss of earnings and other benefits suffered as a result of the discrimination against him, with interest. As no exceptions were timely filed as provided in Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order will, as provided in Section 102.48 of the Board's Rules and Regulations, be adopted by the Board.

As a controversy presently exists regarding the liability of Respondent as to the amount of backpay and other benefits owed the discriminatees under the terms of the Board's Order, as enforced by the United States Court of Appeals for the Sixth Circuit, and under the terms of the



administrative law judge's recommended Order, which will be adopted by the Board, the undersigned, pursuant to the authority duly conferred by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. No payments have been made to satisfy the obligation of Respondent under the terms of the aforesaid Board Order and the administrative law judge's recommended Order, which will be adopted by the Board.

2. The gross backpay due the discriminatees is the amount of earnings they would have received, but for the unlawful discrimination against them, less any interim earnings.

3. The backpay period in Case 7-CA-51544 begins about October 1, 2008, and continues until about April 4, 2009. The backpay period in Case 7-CA-52247 begins about July 9, 2009, and continues through about June 11, 2010, and is ongoing until a valid offer of reinstatement is made to discriminatee Jeffery A. Krejci.

4. (a). An appropriate measure of gross backpay in Case 7-CA-51544 can be determined by multiplying the number of hours, including overtime hours, worked by the discriminatees during the backpay period, by the wage rate, including the overtime wage rate, that they were paid immediately prior to the backpay period, and then deducting the reduced wages they actually were paid during the backpay period.

(b). An appropriate measure of gross backpay in Case 7-CA-52247 can be determined by multiplying the number of hours, including overtime hours, that discriminatee Jeffery A. Krejci would have worked but for the discrimination against him during the backpay period, by the wage rate, including the overtime wage rate, and then deducting Krejci's interim earnings during the backpay period.

5. (a). The gross backpay in Case 7-CA-51544, calculated in accordance with Paragraph 4(a), above, due discriminatees Michael J. Camilleri, Paul N. Altese, Kenan F. Cross, Martin J. Griffin, Randolph S. Waller, and Jeffery A. Krejci is denoted, respectively, in Schedules A, B, C, D, E, and F.

(b). The gross backpay in Case 7-CA-52247, calculated in accordance with Paragraph 4(b), above, due discriminatee Jeffery A. Krejci is denoted in Schedule G.

6. (a). Summarizing the facts and figures above and in Schedules A, B, C, D, E, and F, Respondent's obligation to make whole Michael J. Camilleri, Paul N. Altese, Kenan F. Cross, Martin J. Griffin, Randolph S. Waller, and Jeffery A. Krejci under the Board's Order in Case 7-CA-51544, as enforced by the Court, will be substantially discharged by payment of the following amounts, as computed in Schedules A, B, C, D, E, and F, respectively, plus interest computed according to Board policy, as stated in *New Horizons for the Retarded*, 283 NLRB 1173, less all tax withholdings as required by Federal, state and municipal law:

Michael J. Camilleri	\$8,719.81
Paul N. Altese	\$4,019.06
Kenan F. Cross	\$4,117.51
Martin J. Griffin	\$4,140.70
Randolph S. Waller	\$3,835.57
Jeffery A. Krejci	\$4,912.90

(b). Summarizing the facts and figures above and in Schedule G, Respondent's obligation to make whole Jeffery A. Krejci under the Board's Order that will issue in Case 7-CA-52247 will be substantially discharged by payment of the following amount, as computed in Schedule G, plus interest computed according to Board policy, as stated in *New Horizons for the Retarded*, 283 NLRB 1173, less all tax withholdings as required by Federal, state and municipal law:¹

Jeffery A. Krejci	\$35,816.00
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WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be received by this office on or before July 2, 2010, or postmarked on or before July 1, 2010. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the E-Gov tab, select E-Filing, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive

¹ As noted in Paragraph 3, though discriminatee Krejci's backpay period is ongoing until a valid offer of reinstatement is made, the backpay for purposes of this proceeding has been calculated through about June 11, 2010, so as to ascertain a definitive backpay period.

documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the Respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must still be accomplished by conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on 24th day of August, 2010, at 10:00 a.m., at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent

and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Detroit, Michigan, this 11th day of June, 2010.

(SEAL)

/s/ Dennis R. Boren

Dennis R. Boren, Acting Regional Director
National Labor Relations Board, Region Seven
Patrick V. McNamara Federal Building
477 Michigan Avenue – Room 300
Detroit, MI 48226-2569

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD
BEFORE THE NATIONAL LABOR RELATIONS BOARD
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

BOARD'S RULES AND REGULATIONS

SEC. 102.56 *Answer to compliance specification*

(a) *Filing and service of answer; form.* — Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.* — The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specifications.* — If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.* — Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.* — Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Mays Printing Company, Inc. Case 7-CA-51544		Schedule A											
		BACKPAY DUE MICHAEL J. CAMILLERI (October 1, 2008 - April 4, 2009)											
Year/Quarter	Hourly Wages	Regular Hours	Overtime Hours	Regular Wages	Overtime Wages (1-1/2 Hourly Wages)	Regular Wages Paid	Regular Wages Differential Due	Overtime Wages Paid	Overtime Wages Differential Due	Total Backpay Due			
2008/04	\$ 22.55	512	170.25	\$ 11,545.60	\$ 5,758.71	\$ 8,659.20	\$ 2,886.40	\$ 4,319.03	\$ 1,439.68	\$ 4,326.08			
2009/01	\$ 22.55	520	133	\$ 11,726.00	\$ 4,498.73	\$ 8,794.50	\$ 2,931.50	\$ 3,374.04	\$ 1,124.69	\$ 4,056.19			
2009/02	\$ 22.55	40	13.25	\$ 902.00	\$ 448.18	\$ 676.50	\$ 225.50	\$ 336.14	\$ 112.04	\$ 337.54			
Totals				\$ 24,173.60	\$ 10,705.62	\$ 18,130.20	\$ 6,043.40	\$ 8,029.21	\$ 2,676.41	\$ 8,719.81			

Mays Printing Company, Inc.												Schedule B	
Case 7-CA-51544													
<u>BACKPAY DUE PAUL N. ALTESE (October 1, 2008 - April 4, 2009)</u>													
Year/Quarter	Hourly Wages	Regular Hours	Overtime Hours	Regular Wages	Overtime Wages (1-1/2 Hourly Wages)	Regular Wages Paid	Regular Wages Differential Due	Overtime Wages Paid	Overtime Wages Differential Due	Total Backpay Due			
2008/04	\$ 15.00	508.5	3.25	\$ 7,627.50	\$ 73.13	\$ 5,720.63	\$ 1,906.87	\$ 54.84	\$ 18.29	\$ 1,925.16			
2009/01	\$ 15.00	507.5	6.5	\$ 7,612.50	\$ 146.25	\$ 5,709.38	\$ 1,903.12	\$ 109.69	\$ 36.56	\$ 1,939.68			
2009/02	\$ 15.00	40	0.75	\$ 600.00	\$ 16.88	\$ 450.00	\$ 150.00	\$ 12.66	\$ 4.22	\$ 154.22			
<u>Totals</u>				\$15,840.00	\$ 236.26	\$ 11,880.01	\$ 3,959.99	\$ 177.19	\$ 59.07	\$ 4,019.06			

Mays Printing Company, Inc.											Schedule C
Case 7-CA-51544											
BACKPAY DUE KENAN F. CROSS (October 1, 2008 - April 4, 2009)											
Year/Quarter	Hourly Wages	Regular Hours	Overtime Hours	Regular Wages	Overtime Wages (1-1/2 Hourly Wages)	Regular Wages Paid	Regular Wages Differential Due	Overtime Wages Paid	Overtime Wages Differential Due	Total Backpay Due	
2008/04	\$ 15.00	518	18.5	\$ 7,770.00	\$ 416.25	\$ 5,827.50	\$ 1,942.50	\$ 312.19	\$ 104.06	\$ 2,046.56	
2009/01	\$ 15.00	500.25	4.75	\$ 7,503.75	\$ 106.88	\$ 5,627.81	\$ 1,875.94	\$ 80.16	\$ 26.72	\$ 1,902.66	
2009/02	\$ 15.00	40	3.25	\$ 600.00	\$ 73.13	\$ 450.00	\$ 150.00	\$ 54.84	\$ 18.29	\$ 168.29	
Totals				\$ 15,873.75	\$ 596.26	\$ 11,905.31	\$ 3,968.44	\$ 447.19	\$ 149.07	\$ 4,117.51	

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MAYS PRINTING COMPANY, INC.

Respondent

and

LOCAL 2/289-M, GRAPHIC COMMUNICATIONS
CONFERENCE, DISTRICT COUNCIL 3,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Charging Union

CASES 7-CA-51544,
7-CA-52247

DATE OF MAILING: June 11, 2010

AFFIDAVIT OF SERVICE OF: COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above, I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

CERTIFIED MAIL:

James Mays President
Mays Printing Company Inc
15800 Livernois
Detroit MI 48238

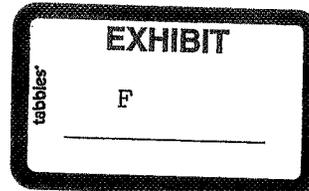
4357 5022

REGULAR MAIL:

Daniel Courtney
Local 2/289-M Graphic Communications
Conference District Council 3
International Brotherhood of Teamsters
11420 E Nine Mile Rd
Warren MI 48089

REGULAR MAIL:

MDB/sr



Subscribed and sworn to before
me this

11th day of June, 2010

DESIGNATED AGENT:

Andie S. [Signature]
NOTARY PUBLIC FOR WASHTENAW COUNTY,
ACTING IN WAYNE COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 11-27-2012

7004 2510 0001 4357 5022

SENDER - COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

1. Article Addressed to:

James Mays President
 Mays Printing Company Inc
 15800 Livernois
 Detroit MI 48238

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7004 2510 0001 4357 5022

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-R

7-CA-57544 / Comp. Spec MDB/Sr

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

For delivery information visit our website at www.usps.com

Domestic Mail Only. No Insurance Coverage Provided.

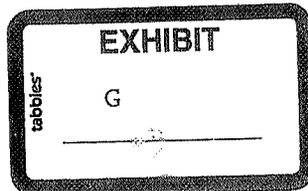
Sent To

Street, Apt. No., or PO Box No.

City, State, Zip+4

PS Form 3800, June 2002

See Reverse for Instructions





United States Government

NATIONAL LABOR RELATIONS BOARD REGION 7

Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, MI 48226-2569
www.nlr.gov

Telephone: (313) 226-3200
Fax: (313) 226-2090

July 7, 2010

Mays Printing Company, Inc.
Attn: James Mays
15800 Livernois
Detroit, MI 48238

Re: Mays Printing Company, Inc.
Case 7-CA-51544 and 7-CA-52247

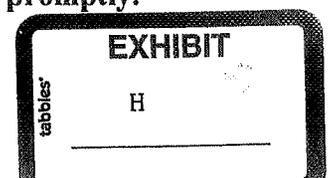
Dear Mr. Mays:

According to our records, the Respondent has not filed an answer to the Compliance Specification and Notice of Hearing (hereinafter Compliance Spec.) which issued in this case on June 11, 2010. As you were advised at the time Compliance Spec., issued, Respondent is required to file an original and four copies of an Answer to the Compliance Spec., on or before July 2, 2010. This is pursuant to the Board's Rules and Regulations, Section 102.56.

Any answer to the Compliance Spec., filed now would be untimely and should be accompanied by a statement indicating the reason for its late submission.

Please be advised that unless you comply with the Board's Rules and Regulations with respect to the filing of an appropriate Answer by Friday, July 16, 2010 we will have no alternative but to file a Motion for Default Judgement with the Board and, if granted, all the unanswered allegations in the Compliance Spec., would be deemed admitted as true. All allegations in the Compliance Spec., if no answer is filed, or any allegation in the Compliance Spec., not specifically denied or explained in an answer filed, unless the Respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown.

In the event you are having problems meeting the time requirements as to filing an Answer, please be advised that you can receive an extension of time, pursuant to Section 102.56 of the Board's Rules and Regulations, by submitting proper cause therefore to the Regional Director. A letter to the Regional Director with copies to the other parties setting forth the reason for the request will suffice. Your request will be ruled upon promptly.



If you have any questions or requests concerning this letter or the Board's Rules, please call the agent to whom the case is assigned or in his/her absence, the immediate supervisor or me.

Thank you for your kind cooperation.

Very truly yours,

**Stephen M. Glasser
Regional Director**

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

<p>MAYS PRINTING COMPANY, INC.</p> <p>Respondent</p> <p>and</p> <p>LOCAL 2/289-M, GRAPHIC COMMUNICATIONS CONFERENCE, DISTRICT COUNCIL 3, INTERNATIONAL BROTHERHOOD OF TEAMSTERS</p> <p>Charging Union</p>	<p>Case No. 7-CA-51544 7-CA-52247</p>
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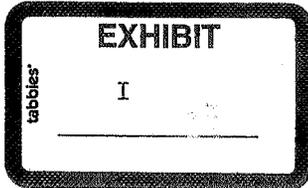
CERTIFICATE OF SERVICE OF Letter Requesting Answer

I, the undersigned employee of the National Labor Relations Board, certify that on the date indicated above I caused the above-entitled document to be served by Regular Mail, by placing copies into the U.S. Mail, postage paid, addressed to the following persons at the following addresses:

Mays Printing Company, Inc.
Attn: James Mays
15800 Livernois
Detroit, MI 48238

Linda Louise Tyler, RA Secretary
(Print Name and Title)

Linda L. Tyler July 7, 2010
(Signature) (Date)



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

MAYS PRINTING COMPANY, INC.

Respondent

and

CASES 7-CA-51544

7-CA-52247

LOCAL 2/289-M GRAPHIC COMMUNICATIONS
CONFERENCE, DISTRICT COUNCIL 3,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Charging Union

AFFIDAVIT

I, Stephen M. Glasser, being duly sworn, hereby swear as follows:

1) I am the Regional Director for the Seventh Region of the National Labor Relations Board.

2) On June 11, 2010, this office issued a Compliance Specification and Notice of Hearing in Cases 7-CA-51544 and 7-CA-52247. The Compliance Specification stated that an answer must be filed by July 2, 2010.

3) On July 7, 2010, I sent a letter directing Respondent to file an answer to the Complaint by July 16, 2010, or the Region would seek a default judgment.

4) To date, no answer to the Compliance Specification has been filed by Respondent nor has it filed any document purporting to be an appropriate answer.

Dated at Detroit, Michigan this 21st day of July, 2010.


Stephen M. Glasser, Regional Director
National Labor Relations Board
Seventh Region
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226


Linda Tyler, Notary Public
for Wayne County, Michigan
My Commission expires 12/05/2013

