

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

TRIBUNE PUBLISHING COMPANY

and

CASE 17-CA-21700

GRAPHIC COMMUNICATIONS
INTERNATIONAL UNION LOCAL 16-C

Frank Molenda, Esq. and Ann Peressin, Esq.,
for the General Counsel.
L. Michael Zinser, Esq. and Mary Twenter,
Adm. Mgr., for the Company.

BENCH DECISION

Statement of the Case

WILLIAM N. CATES, Administrative Law Judge. This case involves denial of use of an established direct deposit system for employees to transmit payment of their union dues to their union. At the conclusion of trial in the above styled case in Columbia, Missouri, on January 17, 2003, and after hearing oral argument by Government and Company Counsel, I issued a Bench Decision pursuant to Section 102.35(a)(10) of the National Labor Relations Board's (herein Board) Rules and Regulations setting forth findings of fact and conclusions of law.

For the reasons stated by me on the record at the close of the trial, I found Tribune Publishing Company, (herein Company) violated Section 8(a)(3) and (1) of the National Labor Relations Act, as amended, (herein Act) when on or about May 24, 2002, it denied its unit employees the use of its direct deposit system to transmit payment of their union dues to Graphic Communications International Union Local 16-C (herein Union). The evidence established the Company allowed the use of its direct deposit procedure for any and all purposes except for the transmittal of union dues. I also concluded the Company violated Section 8(a)(5) and (1) of the Act when on or about that same date, it discontinued, after a one time use, allowing its employees to use its direct deposit system for the transmittal of their union dues to the Union. The evidence established the Company discontinued the use without notice to or bargaining with the Union about the discontinuance and/or the effects thereof. I rejected the Company's contention that using its direct deposit procedure for the

transmittal of union dues after the parties collective bargaining agreement expired was simply a continuation of dues deduction check off which it was not obligated to do. I concluded the Company's direct deposit procedure was a separate procedure unrelated to the parties collective bargaining agreement and could not be administered in a discriminatory manner nor could the Company unilaterally cease allowing use of the procedure, after having done so, without notice to or bargaining with the Union.

I certify the accuracy of the portion of the transcript, as corrected,¹ pages 97 to 115, containing my Bench Decision, and I attach a copy of that portion of the transcript, as corrected, as "Appendix A."

Conclusions of Law

The Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act; that it violated the Act in the particulars and for the reasons stated at trial and summarized above and that its violations have affected and, unless permanently enjoined, will continue to affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Company has engaged in certain unfair labor practices, I find it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Having found the Company disparately disallowed use of its direct deposit procedure for the transmittal of union dues to the Union, I shall recommend the Company cease and desist such conduct and upon written request of the unit employees allow the use of the procedure for the transmittal of union dues to the Union. I further recommend the Company give notice to and, upon demand of the Union, bargain in good faith with the Union concerning any changes it might seek with respect to the use of its direct deposit procedure for the transmittal of union dues to the Union. I shall also recommend the Company be ordered, within 14 days after service by the Region, to post an appropriate "Notice to Employees," copies of which are attached hereto as "Appendix B" for a period of 60 consecutive days in order that employees may be apprised of their rights under the Act and the Company's obligation to remedy its unfair labor practices.

On these conclusions of law, and on the entire record, I issue the following recommended:²

¹ I have corrected the transcript pages containing my Bench Decision and the corrections are as reflected in attached Appendix C.

² If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Company, Tribune Publishing Company, its officers, agents, successors and assigns shall:

1. Cease and desist from:

(a) Denying its unit employees the use of its direct deposit system to transmit payment of their union dues to the Union.

(b) Unilaterally changing the use of its direct deposit system related to the transmittal of union dues to the Union.

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

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

(a) Upon written request of unit employees allow the use of its direct deposit procedure for the transmittal of union dues to the Union.

(b) Give notice to and, upon request of the Union, bargain in good faith with the Union regarding any changes to the use of the direct deposit procedure for the transmittal of union dues to the Union.

(c) Within 14 days after service by the Regional Director of Region 17 of the National Labor Relations Board, post at its Columbia, Missouri, facility, copies of the attached notice marked "Appendix B"³ Copies of the notice, on forms provided by the Regional Director for Region 17 after being signed by the Company's authorized representative shall be posted by the Company and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken 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 Company has gone out of business or closed the facility involved in these proceedings, the Company shall duplicate and mail, at its own expense, a copy of the Notice to Employees, to all unit employees employed by the Company on or at any time since May 24, 2002.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 17 of the National Labor Relations Board sworn certification of a

³ If this Order is enforced by a Judgement of the 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 JUDGEMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD**".

responsible official on a form provided by the Region attesting to the steps that the Company has taken to comply.

Dated at Washington DC

William N. Cates
Associate Chief Judge

This is my decision in the matter of Tribune Publishing Company, herein "The Company", Case 17-CA-21700.

BENCH DECISION

This unfair labor practice case is prosecuted by the National Labor Relations Board's, herein "Board", General Counsel, herein "Government Counsel", acting through the Regional Director for Region 17 of the Board following an investigation by that Region's staff.

The Regional Director for Region 17 issued an Amended Complaint and Notice of Hearing, herein "Complaint", on

October

8, 2002, based on an unfair labor practice charge filed on May

30, 2002, by Graphic Communications International Union,

Local

16-C, herein "Union".

It is admitted the Company is a corporation with an

office

and place of business located in Columbia, Missouri where it

is

engaged in the business of printing and publishing a daily newspaper.

In conducting the business operations just described, the

Company annually derives gross revenues in excess of

\$200,000.00

and holds membership in or subscribes to various interstate news

services, including the Associated Press. Nationally sold products, such as Sprint, MCI, Nextel, AT&T Wireless, Fleet Bank, American Airlines, Sax Fifth Avenue, City Bank, Macys, and Talbots advertise in the Company's newspaper.

During the 12-month period ending June 30, 2002, a representative period, the Company sold and shipped from its facility goods valued in excess of \$50,000.00 directly to points

outside the state of Missouri, and during that same time period,

purchased and received at its facility goods valued in excess of

\$50,000.00 directly from points outside the state of Missouri.

The parties admit and I find that at all times material herein, the Company has been an employer engaged in commerce within the meaning of 2(2),(6), and (7) of the National Labor Relations Act as amended, herein "Act".

The parties admit and I find the Union is a labor organization within the meaning of Section 2(5) of the Act.

The

parties admit and I find Company Administrative Manager, Mary Twenter, and Company Payroll Coordinator, Gwendolyn White, are agents of the Company within the meaning of Section 2(13) of the Act.

The following employees of the Company, herein "unit", constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: All full time and regular part-time press room employees, including employees engaged in the operation of all printing presses operated by the Company, at its Columbia, Missouri facility, excluding all office and clerical employees, guards, and supervisors within the meaning of the National Labor Relations Act, and all other employees.

The Union, at all time material herein, has been designated exclusive collective bargaining representative of the unit and has been so recognized by the Company. This recognition has been embodied in successive collective bargaining agreements, the most recent of which, after extensions, expired on November 30, 2001.

Based on Section 9(a) of the Act, the Union has, at all

times material herein, been the exclusive collective

bargaining

representative of the unit, and I so find.

It is admitted that on or about May 24, 2002, the Company denied its unit employees the use of its direct deposit system to pay their Union dues and that it has since that time

refused

to allow its employees to use its direct deposit system to pay their Union dues. It is likewise admitted the Company did so without notice to the Union and without affording the Union an opportunity to bargain with the Company with respect to this conduct and the effects of this conduct.

The Government alleges the use of the direct deposit

system

relates to wages, hours, and other terms and conditions of employment of the unit employees and as such, constitutes a mandatory subject of bargaining.

The Government alleges the Company failed and refused to bargain in good faith in violation of Section 8(a)(1) and (5)

of

the Act when on May 24, 2002, it unilaterally and without

notice

to the Union refused to allow employees to use its direct deposit system to pay their dues. The Government also alleges

the Company, on or about May 24, 2002, denied the use of its direct deposit system to its unit employees to pay their Union dues because the unit employees joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

The Company's conduct I have just described is alleged to violation Sections 8(a)(1) and (3) of the National Labor Relations Act. The Company denies having violated the Act in any manner set forth in the Complaint.

The facts set forth herein are undisputed. The parties have for an extended number of years had a collective bargaining relationship. The most recent collective bargaining agreement between the parties expired after certain agreed upon extension on November 30, 2001. The parties most recent collective bargaining agreement contained a Union security clause and a Union dues deduction procedure. These provisions of the most recent collective bargaining agreement as set forth in Article I, Section 5 of the agreement reads as follows:

"As of the effective date of this contract, all current employees shall be sustaining members of the Union in good standing. After a 90-day period, all new employees shall

become
sustaining members of the Union in good standing. Full dues
paying membership may be chosen by any employee, but is not
required under this contract or federal law. Each year,
during
the month of August, all members of the above-described
bargaining unit may resign from the Union and cancel all
obligations of Union membership or support. The Company will
withhold Union dues from employee paychecks upon the
completion
of written materials according to customary Personnel
Department
procedures. Employees may rescind the dues withholding upon
similar written request."

The dues check off procedure was implemented in part by
the
Union members executing a dues check off authorization form.
The authorization form reads as follows:

"I hereby authorize Tribune Publishing Company to deduct
from our wages the monthly Union dues in the amount of ____
per
week to be sent to the Financial Secretary of the Kansas City
Graphic Communications Union, No. 16-C, by the 15th of the
following month. I understand that I may rescind the dues

withholding upon similar written request."

Approximately 37 employees had executed the dues check off authorization form during the most recent collective bargaining agreement and had their Union dues deducted by that procedure. The most recent collective bargaining agreement was the first agreement between the parties to contain a dues check off provision.

Following the November 30, 2001 expiration of the parties most recent collective bargaining agreement, the Company sent all unit employees a letter dated December 19, 2001. The letter reads in pertinent part as follows:

"You will notice that your paycheck is larger this time. That is because we have exercised our legal right to discontinue payroll deduction of Union dues commonly referred to as check off. Your collective bargaining agreement is expired. Let me explain a couple of things related to that. In the context of an expired collective bargaining agreement, you have the right to resign your membership in the Union and pay zero dollars to the Union. That is your right under the National Labor Relations Act. If you decide to remain a Union member, you

will
need to make arrangements with the Union to pay whatever money
you owe."

Union Secretary-Treasurer, Roger Hall, testified that
part
of his duties for the Union was to collect the members' dues.
Hall stated that after December 2001, he personally had to
collect unit members' dues the old fashioned way by going to
each member asking them for payment. Hall testified that
sometime after the first of 2002, he came to the conclusion
that
utilization of the Company's direct deposit procedure might be
an ideal way to have unit members pay their Union dues
directly
to the Union.

Hall, along with employee and unit member John Klund,
testified they had utilized the Company's direct deposit
system
to pay automobile loans, personal loans, make child support
payments, and establish savings and checking accounts.

In March 2002, Union
Secretary-Treasurer Hall asked Company Payroll Coordinator

White

about using the Company's direct deposit procedure for Union dues and asked for a direct deposit forms.

Hall obtained a form and reproduced a total of approximately 37 Company direct deposit authorization forms.

Hall testified he, in part, filled out the forms for the employee unit members. Hall filled in the employees' name,

work

department, the bank, and account number of the Union, the amount each employee was to pay, and the routing number. The unit employee members filled in their social security numbers, addresses, and executed the authorization forms. The direct deposit authorization form provides for up to four direct deposit authorizations for each employee.

Hall testified he took the executed direct deposit authorization forms for payment of dues to the Union that he

had

solicited from the employees and turned them into the Company. He turned in approximately 37 such forms. Hall turned in the forms in March of 2002.

Hall testified he spoke with Administrative Manager

Twenter

about using the direct deposit system for payment of Union dues.

Hall testified Twenter said she thought it was a good idea,

but

pointed out that the banks might not provide the Union with an itemized listing of the deductions in payments. Hall

testified

Administrative Manager Twenter agreed the Company could

provide

the Union an itemized statement each time inasmuch as the Company had to make such a list for its own use.

Hall testified that the direct deposit procedure that the 37 unit employee members were utilizing is outlined in the Company's employee handbook. The procedure outlined in the employee handbook is as follows:

"All Tribune employees are encouraged to sign up for direct

payroll deposit. Direct deposit allows your paycheck to be electronically deposited in your bank first thing payday morning. We have the capability to deposit in virtually any bank and up to four banks per employee. You may pay loans, deposit to savings accounts, and have your net pay deposited

in

your checking account. Contact the Payroll Coordinator for signup materials. Tribune Corporate bank accounts are held at Commerce Bank. As a result, discounted services may be

offered
by Commerce to Tribune employees. Inquire in the Personnel
Office about these services.

Tribune Publishing Company is also a member of the Mizzou
Credit Union. Employees may become members of the Credit
Union

by establishing an account at the Credit Union's main office.
Direct deposit and payroll deductions for loans, savings, et
cetera, are offered through the Personnel Department after an
amount is established."

Union Secretary-Treasurer Hall testified that the last
pay
period of April 2002, the Company did a trial run of the
direct
deposit for the 37 employee unit members regarding paying
their
dues by direct deposit to the Union.

According to Hall, the trial run went without any
hitches.
The first pay period in May 2002, the direct deposit for Union
dues was accomplished for the 37 employee unit members so
authorizing. Hall testified he received through interoffice
mail an itemized statement of the deposits.

Hall testified that on May 21, 2002, Company

Administrative

Manager Twenter advised him the Company would no longer allow direct deposit for Union dues because dues check off had previously been discontinued by the Company and direct deposit of Union dues was a reinstatement of dues check off.

Hall asked Twenter if the Company was doing away with direct deposit for all purposes, and she responded no, that it was just being discontinued for Union dues only.

The unit Union members received with their next paycheck the following note from the Company, which was dated May 24, 2002:

"Press Employees - Please note that the direct deposit amount for your Union dues is no longer being deducted from your check. Dues check off had been previously discontinued by the Company, and the direct deposit transactions reinstated dues check off. Establishing direct deposit for dues was a mistake. We are sorry for inconvenience that this may cause you."

Hall testified and the Company admits it did not negotiate with the Union regarding its decision to stop allowing its direct deposit procedure to be utilized for the payment of Union dues.

The Company has maintained a direct deposit procedure since

- 1993. The time in the spring of 2002 was the only time employee
- 1994. unit members utilized the Company's direct deposit
- 1995. procedure for the payment of Union dues.

Hall testified that prior to the most recently expired collective bargaining agreement, the Union collected dues the old fashioned way, namely by a Union official going to each unit

member and requesting payment of Union dues.

Company Administrative Manager Twenter testified banks charged the Company ten cents for each direct deposit transaction each time one was made. Twenter stated, however, that the Company did not cancel direct deposit for Union dues because of the cost associated therewith. Twenter testified the

Company employee handbook had been in existence for many, perhaps 16 years, and its terms were not negotiated with the Union.

The parties' positions may be summarized as follows:

First, the Government acknowledges that the Board in Hacienda Resort Hotel and Casino, 331 NLRB 665 (2000), held that

an employer's obligation to check off Union dues terminates on contract expiration.

The Government, however, asserts that the Board did not address, nor did it find, that direct deposit systems are equivalent to dues check off even where an employer's direct deposit procedure is utilized for the payment of Union dues.

The Government argues direct deposit of Union dues is not tantamount to a continuation of dues check off under the expired

collective bargaining agreement. The Government asserts dues check off is clearly distinguishable from direct deposit. The Government notes that the Union could enforce contractually agreed upon dues check off by a Section 301 suit or by the filing of Board charges.

The Government asserts that the direct deposit procedure does not involve the Union and adds the Union could not compel its enforcement. The Government notes that an employee might even prefer direct deposit over dues check off for the payment of Union dues.

The Government argues that Hacienda is not applicable, nor

is it controlling in the instant case. The Government asserts the Company allows use of its direct deposit procedure for any and all purposes except Union dues.

The Government asserts such establishes a clear case of disparate treatment with respect to Union dues and constitutes

a

violation of Section 8(a)(3) and (1) of the Act. The

Government

also asserts that direct deposit procedures is a mandatory subject of bargaining and that when the Company discontinued allowing direct deposit for Union dues without prior notice to or bargaining about the decision and its effects, the Company violated Section 8(a)(5) and (1) of the Act by making

unilateral

changes.

The Government relies on Farmers Cooperative Gin Association, 161 NLRB 887 (1996), for the proposition that it

is

unlawfully discriminatory for a employer to discontinue or not agree to direct deposit where it otherwise allows payroll deductions for assorted other reasons such as bank loans, car payments, and the like. The Government relies on King Radio Corp., Inc., 166 NLRB 649, for the proposition that payroll deductions constitute mandatory subjects of bargaining and

that
a unilateral change in such would constitute a violation of
Section 8(a)(5) and (1) of the Act.

The Company's position is straightforward and clear. The
Company contends the outcome of the instant case is determined
and controlled by the Board's holding in Hacienda Resort Hotel
and Casino. The Company notes the Board has created and since
1962, consistently enforced a bright line rule that an

employer
is no longer required to continue to check off Union dues
after
the collective bargaining agreement giving rise to the dues
check off obligation expires.

The Company argues the Government and the Union are
simply
trying to make a distinction without a difference between
traditional dues check off and direct deposit of Union dues
through an employer provided and funded system in order to get
past bright line Board law that permits employers to eliminate
dues check off after a collective bargaining agreement
expires.

The Company takes the position that regardless of the
method by which an employer goes about deducting dues and
remitting them to the Union, be it by direct deposit system,

an
hand tallied spread sheet, or a physical deduction of cash
from
a cash payment followed by a walk down to the Union's
headquarters to make the fund transfer, each and every system
of
mandatory Union dues deductions has the forbidden effect of
forcing the employer, such as the Company herein, to spend its
resources to deduct Union dues from employee paychecks after
the
collective bargaining agreement expires.

The Company contends there is nothing in its direct
deposit
policy statement that creates a right to have Union dues
deducted, and it may not be compelled to do so after the
expiration of a party's collective bargaining agreement.

The Company contends it is irrelevant that it provides at
its own expense a system through which employees may directly
deposit a portion of their respective paychecks into a number
of
non-Union accounts. The Company contends there is nothing in
the Board's rulings in Hacienda or Bethlehem Steel, 136 NLRB
1500 (1962), that makes an employer's right to discontinue
dues

check off after the collective bargaining agreement expires contingent upon the employer's willingness to abstain from making voluntary deductions from its employees paychecks at the employer's expense for non-Union related reasons.

The Company contends that even if a disparate treatment consideration is applied to its direct deposit procedure regarding Union dues, the Government has failed to establish that it treated the Union any different than it treated other similarly situated outside organizations.

The Company contends the record is devoid of any evidence that the Company allowed similar outside organizations to use its direct deposit system in a similar way for similar purposes to support a collective bargaining representative.

It is clear from the Board's holding in Hacienda Resort and Hotel Casino, 331 NLRB 665 (2000), that an employer's obligation to continue a dues check off arrangement expires with the contract that created the obligation. The Board made it clear that the principle applies with or without a Union security clause.

The Board in Hacienda traced the origin of its stated

principle from Bethlehem Steel, 136 NLRB 1500 (1962), to the present and concluded the principle was long established, well settled, and practitioners had come to rely on the principle that dues check off expires with the collective bargaining agreement that gives rise to it.

The question herein, however, is whether utilization by the unit Union members of the Company's direct deposit procedure is simply a subterfuge or an attempt to get around the Board's Hacienda principle or is it something entirely different.

I might add at this point that I'm not unmindful of the United States Court of Appeals for the 9th Circuit's decision in Local Joint Executive Board of Las Vegas v. NLRB, 49 F.3d 317 (2002), in which the Circuit Court vacated and remanded Hacienda to the Board for the Board to articulate its rationale for excluding dues check off from the unilateral change doctrine in the absence of a Union security clause.

I'm persuaded, however, that Hacienda is applicable as it applies to me. I am fully persuaded that the Company's direct

deposit procedure is separate and entirely different from the contractual dues deduction procedure of the parties' most recently expired collective bargaining agreement.

The Company's direct deposit procedure has been in effect for any and all purposes since its inception in 1993. The Company, in its handbook, invites employees to use its direct deposit procedure for up to four separate direct deposit payroll deductions, for "loans, savings, et cetera". It is established that the procedure has been used to pay personal loans, car loans, child support payments, and the like.

The direct deposit procedure is strictly between the Company and its employees without the involvement of the Union.

The Company encourages the use of its direct deposit procedure.

The Union is not involved with the direct deposit procedure, nor can it enforce the procedures authorized

between the employees and the Company, whereas with Union dues deductions, in the collective bargaining agreement, the Union could enforce those provisions. In fact, employees might choose

the Company's direct deposit procedure over any collective bargaining agreed upon dues deduction procedure.

Having concluded that the Company's direct deposit procedure is separate and apart from any collective bargaining procedure providing for dues deductions, I turn to whether there was unlawful disparate treatment by the Company when it discontinued direct deposit for payment of Union dues.

I note there is obviously no requirement that the Company even have a direct deposit procedure. But if it does have one, it must not administer it in a manner that unlawfully discriminates against Union activities.

There is no room on this record for any doubt on the issue of disparate treatment in that the Company ceased allowing direct deposit for payment of Union dues while allowing its direct deposit procedures to be utilized for any and all other types of direct deposits with up to four for each employee.

It is clear that direct deposit payroll deductions constitute working conditions of the unit employees. In simple language, the Company said to its unit employees you may utilize our direct deposit procedure for various purposes, including up

to four such purposes, but you are prohibited from making use
of
it for one reason only, namely, the remittance of Union dues
to
the Union. I'm fully persuaded that such constitutes unlawful
disparate treatment of the employees' Union activities, and as
such, violates Section 8(a)(3) and (1) of the Act, and I so
find.

I reject the Company's contention that the Government
failed to show it treated similarly situated users of its
direct
deposit procedure differently than it treated its employees'
authorizations for dues deductions herein.

In my opinion, there is no need for a comparison when the
Company disallows the use of its direct deposit procedure only
when it pertains to the direct deposit by its employees of
their
Union dues. I likewise reject the cost factor raised by the
Company as a consideration. Administrative Manager Twenter
clearly testified that cost was not a factor in the Company's
decision to disallow the use of its direct deposit system for
the payment of Union dues.

I also find that when the Company changed the working
conditions of its employees by ceasing to allow them to

directly
deposit their Union dues without affording the Union an
opportunity to bargain about that conduct or its effects, the
Company violated Section 8(a)(5) and (1) of the Act, and I so
find.

I shall order that the Company administer its direct
deposit procedure in a nondiscriminatory manner and that it
allow its employees the use of its direct deposit procedure to
pay their Union dues. I also direct that the Company upon
request of the Union to bargain in good faith before any

changes are effected with regard to employees paying
their Union dues by
the Company's direct deposit procedure. I shall also direct
that the Company post an appropriate notice to its employees
regarding its unfair labor practices and its obligation to
remedy its unfair labor practices

The Court Reporter should provide to me within ten days
of
the close of this trial a copy of the transcript of this
proceeding. Once I have received a copy of the transcript, I
will, if necessary, make corrections thereon, and if deemed
appropriate, extensions thereto, and I will certify that to
the
Board as my decision in this matter.

The rules for taking exceptions or appeals to any Board decision including bench decisions is outlined in the Board's rules and regulations.

Let me state in closing that it has been a pleasure to be in Columbia, Missouri, and this trial is closed.

(Whereupon, the hearing in the above-mentioned matter was closed.)

APPENDIX B

NOTICE TO EMPLOYEES

**Posted by the Order of the
National Labor Relations Board
An Agency of the United States Government**

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT.

- 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 deny our unit employees the use of our direct deposit procedure to transmit payment of their union dues to Graphic Communications International Union Local 16-C.

WE WILL NOT unilaterally change our unit employees terms and conditions of employment, specifically the use of our direct deposit procedure for our unit employees to transmit their union dues to the Union.

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

WE WILL, within 14 days from the date of this Order, allow our unit employees, upon written request by each employee, to have their union dues transmitted to the Union by the use of our direct deposit procedure, and **WE WILL** give notice to the Union prior to any proposed changes to this procedure and will upon request bargain in good faith with the Union regarding any such proposed changes.

TRIBUNE PUBLISHING COMPANY,
(Employer)

Dated: _____

By: _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

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.

8600 Farley St., Ste. 100, Overland Park, KS 66212-4677.

(913) 967-3000, Hours: 8:15 a.m. to 4:45 p.m.

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, (913) 967-3005