

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
FIRST REGION**

In the Matter of

BRADFORD PRINTING AND FINISHING, LLC

and

UNITE/HERE, NEW ENGLAND JOINT BOARD

CASES    01-CA-046524  
          01-CA-046545  
          01-CA-046631  
          01-CA-046657

**MOTION TO TRANSFER PROCEEDING TO THE  
BOARD AND FOR DEFAULT JUDGMENT**

NOW COMES Scott F. Burson, Counsel for the Acting General Counsel of the National Labor Relations Board, herein called the Board, who, pursuant to Sections 102.20 and 102.24 of the Board's Rules and Regulations, files this Motion to Transfer Proceeding to the Board and for Default Judgment, and, in support of this Motion, states the following:

1. On May 31, 2011, the Regional Director for Region One issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in the above-captioned cases. A copy thereof is attached hereto and marked as Exhibit "A."
2. On November 3, 2011, the Regional Director for Region One approved an informal Settlement Agreement the parties entered into settling all matters raised in the above-captioned cases. A copy of the Settlement Agreement is attached hereto and marked, as Exhibit "B."
3. A controversy having arisen as to Respondent's compliance with the terms of the Settlement Agreement, the Regional Director conducted an investigation and determined that Respondent failed to comply with the Settlement Agreement with respect to the timely payment of backpay in scheduled installments as required by the Settlement Agreement. By letter February 7, 2012, the former counsel for Respondent was notified of Respondent's default and a demand for cure made. A copy of the February 7, 2012 letter is attached hereto and marked as Exhibit "C."

4. In response to the notice of default and demand for cure, Respondent, by counsel, requested by letter of February 7, 2012, a period of forbearance in which to bring onto schedule its defaulted payments. A copy of Respondent's February 7, 2012 letter is attached hereto and marked as Exhibit "D."

5. By letter dated February 9, 2012, the Region granted Respondent the requested forbearance. A copy of the Region's February 9, 2012 letter is attached hereto and marked as Exhibit "E."

6. Although Respondent remitted some payments towards its obligation, it failed to meet its obligations to satisfy its obligations under the installment payment schedule as modified by the Region's forbearance. By letter of April 11, 2012, the Region advised counsel for Respondent that Respondent was in default of its obligations under the installment payment schedule, and demanding, as provided for in the settlement agreement, the sum of \$109,970.71 by May 1, 2012, representing the full backpay liability due less payments actually made by Respondent. A copy of the Region's letter of April 11, 2012 is attached hereto and marked as Exhibit "F."

7. By letter dated April 26, 2012, from Respondent's attorney to the charging party Union's attorney, Respondent admitted it was not in compliance with the settlement agreement. A copy of Respondent's April 26, 2012 letter is attached hereto and marked as Exhibit "G."

8. On August 7, 2012, the Regional Director issued an Order Finding Respondent in Default of Settlement Agreement and Decision to Re-Issue the Consolidated Complaint in this matter. A copy of the Order is attached hereto and marked as Exhibit "H."

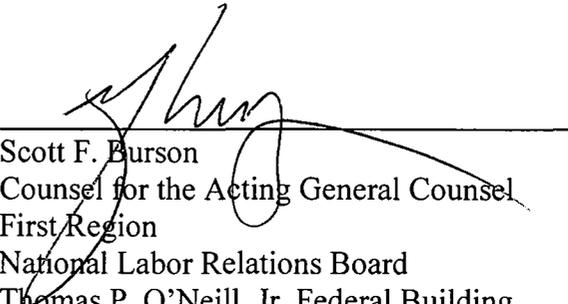
9. On August 7, 2012, the Regional Director re-issued the Consolidated Complaint in these cases. A copy of the Reissued Consolidated Complaint and Affidavit of Service is attached hereto and marked as Exhibit "I."

10. Pursuant to the terms of the Settlement Agreement, the Respondent has waived the right to file an answer and agreed that the allegations of the Consolidated Complaint may be deemed to be true by the Board. By the terms of the Settlement Agreement, the only issue which Respondent may raise with respect to this Motion is whether Respondent defaulted on the terms of the Settlement Agreement, and by letter of April 26, 2012, Respondent's counsel has admitted such default.

ACCORDINGLY, Counsel for the Acting General Counsel respectfully moves:

- A. That the Board transfer this proceeding to itself for decision;
- B. That all the allegations of the Consolidated Complaint be deemed to be true;
- C. That the Respondent be found by the Board to have violated Section 8(a)(1) and (5) of the Act, as alleged in the Consolidated Complaint, without the taking of evidence in support of these allegations.
- D. That an appropriate Remedial Order be issued to include, among other things, that Respondent be ordered to fulfill its backpay obligation by payment of the sum of \$109,970.71; and
- E. That this Motion be ruled upon as expeditiously as possible.

Dated at Boston, Massachusetts this 7th day of August, 2012.



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Scott F. Burson  
Counsel for the Acting General Counsel  
First Region  
National Labor Relations Board  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Sixth Floor  
Boston, Massachusetts 02222-1072

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

In the Matter of

BRADFORD PRINTING & FINISHING, LLC

and

NEW ENGLAND JOINT BOARD, UNITE-HERE

CASES 1-CA-46524  
1-CA-46545  
1-CA-46631  
1-CA-46657

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT  
AND NOTICE OF HEARING**

New England Joint Board, UNITE-HERE, herein called the Union, has charged in Cases 1-CA-46524, 1-CA-46545, 1-CA-46631, and 1-CA-46657 that Bradford Printing & Finishing, LLC, herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The charge in Case 1-CA-46524 was filed by the Union on November 19, 2010, and a copy was served by regular mail on Respondent on November 22, 2010.

(b) The amended charge in Case 1-CA-46524 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.

(c) The charge in Case 1-CA-46545 was filed by the Union on December 2, 2010, and a copy was served by regular mail on Respondent on December 2, 2010.

(d) The amended charge in Case 1-CA-46545 was filed by the Union on December 3, 2010, and a copy was served by regular mail on Respondent on December 7, 2010.

(e) The second amended charge in Case 1-CA-46545 was filed by the Union on December 30, 2010, and a copy was served by regular mail on Respondent on January 4, 2011.

(f) The third amended charge in Case 1-CA-46545 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.

(g) The fourth amended charge in Case 1-CA-46545 was filed by the Union on May 20, 2011, and a copy was served by regular mail on Respondent on May 20, 2011.

(h) The fifth amended charge in Case 1-CA-46545 was filed by the Union on May 25, 2011, and a copy was served by regular mail on Respondent on May 26, 2011.

(i) The charge in Case 1-CA-46631 was filed by the Union on January 26, 2011, and a copy was served by regular mail on Respondent on January 27, 2011.

(j) The amended charge in Case 1-CA-46631 was filed by the Union on February 10, 2011, and a copy was served by regular mail on Respondent on February 11, 2011.

(k) The second amended charge in Case 1-CA-46631 was filed by the Union on May 27, 2011 and a copy was served by regular mail on Respondent on May 27, 2011

(l) The charge in Case 1-CA-46657 was filed by the Union on February 16, 2011, and a copy was served by regular mail on Respondent on February 17, 2011.

(m) The amended charge in Case 1-CA-46657 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.

(n) The second amended charge in Case 1-CA-46657 was filed by the Union on May 24, 2011, and a copy was served by regular mail on Respondent on May 26, 2011.

(o) The third amended charge in Case 1-CA-46657 was filed by the Union on May 27, 2011, and a copy was served by regular mail on Respondent on May 27, 2011.

2. At all material times, Respondent, a Rhode Island limited liability corporation with an office and place of business at 460 Bradford Road, Bradford, Rhode Island, herein called the Bradford facility, has been engaged in the business of textile finishing.

3. (a) During the calendar year ending December 31, 2010, Respondent, in conducting its business operations described above in paragraph 2, sold and shipped from the Bradford facility goods valued in excess of \$50,000 directly to points outside the State of Rhode Island.

(b) During the calendar year ending December 31, 2010, Respondent, in conducting its business operations described above in paragraph 2, purchased and received at the Bradford facility goods valued in excess of \$50,000 directly from points outside the State of Rhode Island.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Nicholas Griseto	----	President and CEO
Bob Jacob	----	Production Manager
Karen Ward	----	Controller
Wayne Silva	----	Supervisor
Patty Bowen	----	Human Resources Administrator

7. Respondent, by Nicholas Griseto, at the Bradford facility, on the dates indicated below, engaged in the following conduct:

(a) On about September 21, 2010, disparaged the Union by:

(i) telling employees that they did not need Union representation;

(ii) telling employees that Respondent only had to recognize the Union for six months; and

(iii) telling employees to find a Union representative that speaks English.

(b) On about October 23, 2010, interfered with the selection of the Union's bargaining committee by:

(i) telling employees that women were over represented on the Union's bargaining committee; and

(ii) suggesting to employees that certain employee members on the Union's bargaining committee be replaced by other employees.

(c) On about November 22, 2010:

(i) implied to employee that it was futile to have the Union represent them as their designated collective-bargaining representative; and

(ii) told employees that members of the Union's bargaining committee would be replaced if they could not get along.

(d) On about February 17, 2011, created an impression among its employees that their union activities were under surveillance by Respondent.

(e) On about February 17, 2011, implied to its employees that it would sue the Union's representative for conduct that occurred at a Union meeting.

8. On about February 17, 2011, Respondent, by Nicholas Griseto and Karen Ward, at the Bradford facility, implied to its employees that the Union was to blame for Respondent's financial problems.

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

All production and maintenance employees employed at Respondent's Bradford facility, but excluding general office help, clerical employees, scientific employees, foremen, department heads, watchmen, guards, and supervisors as defined in the Act.

10. By a Decision and Order dated March 25, 2011, the Board found that Respondent, a *Burns* successor to Bradford Dyeing Association, had an obligation to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit as of January 16, 2010. The Board further found that Respondent had, thereafter, unlawfully refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit and ordered Respondent to cease and desist from refusing to recognize, or withdrawing recognition from, the Union and to recognize and bargain collectively with the Union as the exclusive representative of its employees in the Unit with respect to wages, hours, and other terms and conditions of employment, and if an agreement is reached, embody such agreement in a signed document. 356 NLRB No.109 (March 25, 2011).

11. Since about January 16, 2009, and at all material times herein, based on the facts described above in paragraph 10, the Union has been the exclusive collective-bargaining representative of the Unit.

12. On or about December 10, 2010, before which date the Union did not know and could not have known, it was put on notice that in about January and March 2010, more specific dates being currently unknown to the Acting General Counsel, Respondent changed the health insurance plan that it offers to Unit employees.

13. On about November 15, 2010, Respondent changed the amount of, and method by which, Unit employees contribute towards their health insurance.

14. On about November 15, 2010, Respondent refused to allow the Union access to the Bradford facility to meet with members of its employee bargaining committee because not all members of the committee were present.

15. In about mid-December 2010, a more specific date being currently unknown to the Acting General Counsel, Respondent granted its employees a 10 percent wage increase, to be effective January 1, 2011.

16. On about March 2, 2011, Respondent rescinded the 10 percent wage increase described above in paragraph 15.

17. On about February 9, 2011, Respondent laid off Unit employees Cindy Abate, Christopher Bridgham, Peter Harris, and James Olson.

18. On about March 3, 2011, Respondent laid off Unit employees John Arnold, Jim DeCosta, Don Lavalley, Jim Lindeborg, and Mark Pendleton.

19. The subjects set forth in paragraphs 12 through 18 relate to wages, hours and other terms and conditions of employment of the Union, and are mandatory subjects for the purposes of collective-bargaining.

20. (a) Respondent engaged in the conduct described above in paragraphs 12 through 16 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(b) Respondent engaged in the conduct described above in paragraph 17 without affording the Union an opportunity to bargain with Respondent with respect to the effects of this conduct.

(c) Respondent engaged in the conduct described above in paragraph 18 without affording the Union an opportunity to bargain with Respondent with respect to the decision to layoff Unit employees and the effects of this conduct.

21. In about late October 2010, a more precise date being presently unknown to the Acting General Counsel, Respondent, by Nicholas Griseto, at the Bradford facility, bypassed the Union and dealt directly with its employees in the Unit by polling them about whether they wanted to work the Veterans' Day holiday (November 11, 2010).

22. On about November 4, 2010, Respondent, by Patricia Bowen, bypassed the Union and dealt directly with employees by polling them about whether they wanted to work the Veterans' Day holiday (November 11, 2010).

23. On about February 9, 2011, Respondent, by Nicholas Griseto, reneged on an agreement Respondent reached with the Union to advise only six named employees that they were being laid off.

24. (a) Since about November 17, December 14, and December 28, 2010, the Union has requested that Respondent furnish the Union with the following information:

(i) The job descriptions of three working foremen and the identities of the employees they are alleged to supervise;

(ii) Plan documents related to the health insurance plans Respondent offers to its employees and any changes that have been made to those plans; and

(ii) The hire dates and job classifications of two laid-off employees – Doug Boss and Joseph DePerry.

(b) Since about February 9 and 10, 2011, the Union requested that Respondent furnish the Union with the job titles and job descriptions for each of the non-Unit employees Respondent listed on a seniority list that it provided to the Union on February 9, 2011.

(c) Since about March 2, 2011, the Union requested Respondent to furnish the Union with the following information:

(i) An explanation of the cash flow problem Respondent was experiencing that justified a layoff of unit employees;

(ii) Documentation showing the cost savings Respondent expects to realize from a layoff of bargaining-unit employees;

(iii) Names of all customers that have cut orders with Respondent and the net loss of revenue this has caused;

(iv) Documentation substantiating Respondent's precarious financial condition; and

(v) Any documentation of the careful analysis of Respondent's operational needs, and the skills and qualifications of employees or an explanation of this analysis if no such documentation exists, which would explain the selection of employees for the March 2011 layoff referred to above in paragraph 18.

25. The information requested by the Union, as described above in paragraph 24, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

26. Since about November 17, 2010, December 14 and 28, 2010, February 9 and 10, 2011, and March 2, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 25.

27. On about November 3, 2010, Respondent and the Union commenced negotiations for a collective-bargaining agreement.

28. At all material times, Pamela Cornell has been a member of the Union's bargaining committee and an agent of the Union for purposes of collective-bargaining with Respondent.

29. Since about December 21, 2010, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit unless Pamela Cornell ceased to act as the Union's agent for the purpose described above in paragraph 28.

30. From about January 10, 2011, January 21, 2011, and February 15, 2011, Respondent failed and refused to meet in negotiations for a collective-bargaining agreement before late March 2011.

31. By the conduct described above in paragraphs 7 and 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

32. By the conduct described above in paragraphs 12 through 23, 26, 29, and 30, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

33. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 12, 13, 16, 17, 18, 19, 20, and 32, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel seeks further, as part of the remedy for the unfair labor practices alleged above in paragraphs 12, 13, 16, 17, 18, 19, 20, and 32, an order requiring that Respondent submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before June 14, 2011, or postmarked on or before June 13, 2011.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

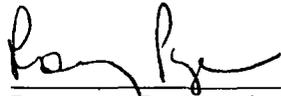
An answer may also be filed electronically by using the E-Filing system on the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and 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 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 an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature 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 be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the consolidated complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **August 2, 2011, at 10:00 a.m.**, at a **place to be determined in Providence, Rhode Island**, 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 consolidated complaint. 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 Boston, Massachusetts this 31<sup>st</sup> day of May, 2011.



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Rosemary Pye, Regional Director  
National Labor Relations Board  
First Region  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Sixth Floor  
Boston, Massachusetts 02222-1072

**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.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT**

**In the Matter of**

**BRADFORD PRINTING AND FINISHING, LLC**

**CASES    01-CA-046524  
          01-CA-046545  
          01-CA-046631  
          01-CA-046657**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**POSTING AND MAILING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees including the location specified in Attachment A. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since September 10, 2010. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**READING OF NOTICE**—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance, not more than 14 days of the date this Agreement is approved, at which a Board agent will read the Notice in the presence of the Charged Party's President and CEO, Nicholas Griseto. The reading(s) will take place at a date and time to be determined by the Regional Director after consultation with the parties.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — In accordance with the terms of the attached Backpay Installment Payment Agreement, Attachment B, the Charged Party will make whole the employees named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee.

<u>Name of Employee</u>	<u>Amount</u>
Cindy Abate	\$ 12,063.99
Christopher Bridgham	\$ 12,379.32
Peter Harris	\$ 12,527.83
James Olsen	\$ 11,884.10
John Arnold	\$ 13,722.02
James Decoste	\$ 10,887.73
Don Lavalley	\$ 9,749.31
Jim Lindonberg	\$ 11,986.15
Mark Pendleton	\$ 10,764.18
Lonny Brown	\$ 1,064.11
William Hartley	\$ 1,027.64
David MacDougall	\$ 1,040.38
Jacob Pavelski	\$ 943.64
Keith Bethel	\$ 42.42
Randy Joslin	\$ 32.01
Raymond Keszyinki	\$ 974.09
Chris Laflesh	\$ 937.62
Irene Palmer-Kolb	\$ 953.23
John Parker	\$ 867.20
Christopher Ring	\$ 1,450.16
Glen Roy	\$ 989.28
Edward Sorel	\$ 1,072.51
Gary Blanchet	\$ 931.32
Timothy McCord	\$ 1,007.48
Paul Spencer	\$ 990.19
Debra Humpf	\$ 1,011.89
Charles Treiber, Jr.	\$ 1,151.05
Shannon Wood	\$ 46.52
Brian Pearce	\$ 1,076.99
Shane Caswell	\$ 1,115.98
Antonio Miranda	\$ 1,451.49
Eric Tuck	\$ 1,168.48
Total:	\$ 127,310.31

The Charged Party will recall employees named above by seniority consistent with the terms of the collective-bargaining agreement and Memorandum of Agreement between the Charged Party and the Charging Party.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily

found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
          Initials                      Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 31, 2011 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>BRADFORD PRINTING AND FINISHING, LLC</b>		<b>Charging Party</b> <b>UNITE/HERE, New England Joint Board</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ Nicholas Griseto, President/CEO	10/27/11	/s/ Shelley B. Kroll, Attorney	10/28/11
Recommended By:	Date	Approved By:	Date
/s/ ELIZABETH A. VORRO, Field Attorney /s/ GENE M. SWITZER, Field Attorney	11/01/11	/s/ Rosemary Pye Regional Director, Region 01	11/03/11





**(To be printed and posted on official Board notice form)**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative 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** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to bargain, on request, with the UNITE/HERE, New England Joint Board (herein referred to as the Union), as the exclusive collective bargaining representative of our employees in the below described appropriate collective bargaining unit (Unit), regarding the wages, hours and other terms and conditions of employment or discipline of unit employees:

All production and maintenance employees employed at Respondent's Bradford facility, but excluding general office help, clerical employees, scientific employees, foremen, department heads, watchmen, guards, and supervisors as defined in the Act

**WE WILL NOT** make unilateral changes to your terms and conditions of employment, including wage increases and decreases, changes to your health insurance benefits, and decisions to lay off employees without affording the Union with prior notice and an opportunity to bargain to agreement or impasse.

**WE WILL NOT** bypass the Union and deal directly with you regarding your wages, hours and other terms and conditions of your employment.

**WE WILL NOT** refuse to provide the Union with any necessary and relevant information it requests.

**WE WILL NOT** refuse to meet with the Union for contract negotiations, condition our negotiations on the Union's choice of bargaining team members, renege on agreements we reach with the Union or engage in any other bad faith bargaining.

**WE WILL NOT** disparage the Union by telling you that you do not need union representation; that we only have to recognize the Union for six months; that you should find a Union representative who speaks English; that there are too many women on the Union's bargaining committee; or that certain committee members should or would be replaced; or that the Union is to blame for our financial problems.

**WE WILL NOT** imply to you that your union activities are under surveillance, or that we will sue the Union for its conduct at a union meeting.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** make you whole for taking back a ten percent wage increase by paying you the difference between what you earned between March 2 and July 15, 2011, and what you would have earned if we had not revoked the wage increase.

**WE WILL** make the following employees whole for any loss of earnings resulting from their layoffs in February and March 2011: Cindy Abate, Christopher Bridgham, Peter Harris, James Olson, John Arnold, Jim DeCosta, Don Lavalley, Jim Lindeborg, and Mark Pendleton; and **WE WILL** recall them for work by seniority consistent with our collective bargaining agreement and Memorandum of Agreement with the Union.

**WE WILL** make the following employees whole for any loss of earnings resulting from our March 2011 revocation of a ten percent wage increase: Lonny Brown, William Hartley, David MacDougall, James Olson, Jacob Pavelski, Keith Bethel, Randy Joslin, Raymond Keszyinki, Chris Laflesh, Irene Palmer-Kolb, John Parker, Christopher Ring, Glen Roy, Edward Sorel, Gary Blanchet, Donald Lavalley, Timothy McCord, Paul Spencer, Cindy Abate, Debra Humpf, Charles Treiber, Jr., Shannon Wood, Brian Pearce, Shane Caswell, James Decoste, Antonio Miranda, and Eric Tuck.

**BRADFORD PRINTING AND FINISHING, LLC**

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

10 CAUSEWAY ST  
6TH FLOOR  
BOSTON, MA 02222-1001

**Telephone:** (617) 565-6700  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

**In the Matter of**

**BRADFORD PRINTING AND FINISHING, LLC**

**and**

**NEW ENGLAND JOINT BOARD UNITE-HERE**

CASES    **01-CA-046524**  
              **01-CA-046545**  
              **01-CA-046631**  
              **01-CA-046657**

**SECURITY AGREEMENT**

Pursuant to the Settlement Agreement in the above referenced case matters dated October 27, 2011, Bradford Printing & Finishing, LLC (the Debtor) and the National Labor Relations Board (the Board) agree:

1. As security for the payment of the \$127,310.31 back pay monies due employees through October 11, 2011, Debtor grants to the Board a security interest in the following collateral owned by Debtor or its affiliates:
  - a. All fixtures, equipment, machinery, vehicles, inventory, accounts receivable, and bank accounts;
  - b. All proceeds from the above collateral; and,
  - c. All increases, substitutions, replacements, additions and accessions to the above collateral.
2. Debtor shall provide the Board with written notice, to the Board's Boston office, within 10 days thereof, of all material increases, substitutions, replacements, additions, and accessions to the above collateral; of any changes in the Debtor's place of business; and,

of the opening of any new places of business, including businesses run by wholly owned subsidiaries.

3. To the extent applicable, the Uniform Commercial Code of the State in which the collateral is located shall govern the security interests provided for herein. Debtor shall take such steps and execute and deliver such financing statements, mortgages, and other documents required by the Code, other applicable laws, or as the Board may from time to time request.
4. Excepting security interests recorded prior to October 7, 2011, and other security interests as may be granted by Debtor to a financial institution or a commercial lender in connection with its financing or purchase money requirements, from time to time, all of which shall be superior to the lien of the Board, the Board hereby agreeing to subordinate its lien to such other security interests, Debtor shall not pledge, mortgage, create, or suffer to exist a security interest in any of the above collateral in favor of any other party other than the Board or dispose of any of the above collateral without the prior written consent of the Board.
5. Debtor shall keep the collateral in good condition and repair; reasonable wear and tear excepted, and will permit the Board and its agents no more than two times per year to inspect the collateral at any time. Debtor will insure the collateral against all hazards requested by the Board, in form and amount satisfactory to the Board. If Debtor fails to obtain insurance, the Board shall have the right to obtain it at Debtor's expense. Subject to this agreement, Debtor assigns to the Board all right to receive proceeds of insurance

not exceeding the unpaid balance due, directs any insurer to pay all proceeds directly to the Board, and authorizes the Board to endorse any draft for the proceeds.

6. Debtor shall pay when due all taxes that are or may become a lien on the property and shall defend the collateral against the claims and demands of all persons. Debtor shall notify the Board in writing within 5 days after service on it of any summons or other process or notice issued in any action, suit, proceeding, or in which any judgment, decree order, or determination may affect or result in any lien or charge on any of the above collateral.
7. All advances, charges, costs, and expenses, including attorneys' fees, incurred or paid by the Board in exercising any right, power, or remedy conferred by this agreement, or in the enforcement thereof, shall become part of the indebtedness secured hereunder and shall be paid to the Board by the Debtor immediately and without demand.
8. Subject to this Agreement, upon default by Debtor in the performance of any covenant or agreement herein or in the discharge of its liability to the Board under the referenced Settlement Agreement, the Board shall have all of the rights and remedies provided under all applicable law and all rights provided herein and in the referenced Settlement Agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative. The Board may require Debtor to assemble the collateral and make it available to the Board at a place to be designated by the Board that is reasonably convenient to the Board and Debtor. Any notice of sale, disposition, or other intended action by the Board, mailed to Debtor at the address shown on the Board's records, at

least 20 days prior to such action, shall constitute reasonable notice to Debtor. The waiver of any default hereunder shall not be a waiver of any subsequent default.

9. All obligations of Debtor hereunder shall bind its successors and assigns.

**BRADFORD PRINTING & FINISHING, LLC**

BY: /s/ Nicholas Griseto, President

Nicholas Griseto, President

Signed at 460 Bradford Road, Bradford, RI

10/27/11  
Date

**NATIONAL LABOR RELATIONS BOARD**

BY: \_\_\_\_\_

Rosemary Pye, Regional Director  
Region 1  
Thomas P. O'Neill Jr. Federal Office Building  
10 Causeway Street  
Boston, MA 02222-1072

11/03/11  
Date

Signed at Boston, MA  
City State



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 CAUSEWAY ST  
6TH FLOOR  
BOSTON, MA 02222-1001

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

February 7, 2012

MICHAEL J. MURRAY, ESQ.  
PARTRIDGE SNOW & HAHN, LLP  
128 UNION ST  
SUITE 500  
NEW BEDFORD, MA 02740-6386

Re: BRADFORD PRINTING AND  
FINISHING, LLC  
Cases 01-CA-046524, 01-CA-046545,  
01-CA-046631, and 01-CA-046657

Dear Mr. Murray:

As you know, under the terms of the Settlement Agreement approved on November 3, 2011, the Charged Party was to take certain affirmative actions. By letter dated November 8, 2011, Compliance Officer Powers advised the Charged Party of these obligations. By letter dated December 12, 2011, Compliance Officer Powers again requested that the Charged Party comply with the Settlement Agreement. By letter dated December 14, 2011, I advised you of the Charged Party's initial failure to comply. I wish to review with you the affirmative requirements, the Charged Party's partial compliance, and the Charged Party's continuing failure to achieve compliance with the remainder of those requirements.

The Settlement Agreement requires that the Charged Party post, mail, and read the Notice to Employees, signed and dated by an official of the Charged Party, in the places designated for signature and dating, no later than November 22, 2011. As you were advised in my December 14, 2011 letter, the Charged Party has complied with this requirement.

The Settlement Agreement requires that the Charged Party make whole the following employees for any loss of earnings resulting from their layoffs in February and March 2011: Cindy Abate, Christopher Bridgham, Peter Harris, James Olson, John Arnold, Jim DeCosta, Don Lavalley, Jim Lindeborg, and Mark Pendleton; and make whole the following employees for any loss of earnings resulting from our March 2011 revocation of a ten percent wage increase: Lonny Brown, William Hartley, David MacDougall, James Olson, Jacob Pavelski, Keith Bethel, Randy Joslin, Raymond Keszyinki, Chris Laflesh, Irene Palmer-Kolb, John Parker, Christopher Ring, Glen Roy, Edward Sorel, Gary Blanchet, Donald Lavalley, Timothy McCord, Paul Spencer, Cindy Abate, Debra Humpf, Charles Treiber, Jr., Shannon Wood, Brian Pearce, Shane Caswell, James Decoste, Antonio Miranda, and Eric Tuck. Under the terms of the Settlement Agreement, the Charged Party agreed that the total amount of backpay due is \$127,310.31 and entered into a fifteen (15) month installment payment plan, the first of which was due to be received in this office on November 28, 2011. The first installment was received in this office on December 21, 2011. The second installment was due to be received in this office on December 29, 2011. The third installment was due to be received in this office on January 28, 2012. To date, despite repeated requests, the second installment payment has not been received. Please make arrangements to deliver the checks to this

office by the close of business Tuesday, February 21, 2012. Please make sure that the fourth installment, due on Tuesday, February 28, 2012, is received by this office on its due date. If it is not received by its due date, the Region will consider this further evidence of default.

The Settlement Agreement requires that the Charged Party recall employees by seniority consistent with the terms of the collective-bargaining agreement and Memorandum of Agreement between the Charged Party and the Charging Party. To date, the Charged Party has provided no information concerning any recalls. Please provide the Region, by the close of business Thursday, February 21, 2012, with documentation of the recall of any employees recalled during the period November 3, 2011, through February 7, 2012.

The Settlement Agreement, including the Backpay Installment Agreement and Security Agreement, further provides that the Charged Party provide a copy of the financing statement (UCC) filed with the State of Rhode Island in connection with this Settlement Agreement. To date, no proof of filing has been received. Please provide the Region, by the close of business Tuesday, February 28, 2012, with proof that the financing statement has been properly filed.

For the foregoing reasons, the Charged Party is in default of the terms of the Settlement Agreement.

The Settlement Agreement, including Backpay Installment Payment Agreement provides that in the event of any failure to make a scheduled payment, or to cure such failure within fourteen (14) days, the total amount of backpay set forth above, less any amounts paid, shall become immediately due and payable. In addition, the Settlement Agreement provides that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on May 31, 2011, in the instant cases.

Please be advised that if the Charged Party does not remedy its non-compliance by paying the \$6,939.60 second and \$6,939.60 third installment payments, submitting a report of recall, and submitting the UCC statement, all of which are to be received by this office by the close of business Tuesday, February 28, 2012, then the Region will, pursuant to the default provision of the Settlement Agreement, reissue the complaint in this matter, file a motion for summary judgment, and proceed thereafter to obtain a Circuit Court judgment.

Should you have any questions concerning compliance with the terms of the Settlement Agreement, please call Compliance Officer Claire L. Powers at 617-565-6701 so that she may assist you in resolving this matter.

Very truly yours,

Rosemary Pye  
Regional Director

RP:njm

cc: See Attachment

cc: SHELLEY B. KROLL, ATTORNEY  
SEGAL ROITMAN, LLP  
111 DEVONSHIRE STREET, 5th FL.  
BOSTON, MA 02109-5407



# *Bradford*

## *Printing & Finishing, LLC*

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EXCELLENCE BY FORWARD THINKING

P.O. Box 275 • 460 Bradford Road • Bradford • Rhode Island • 02808-0275  
Ph: 401-377-2231 • Fax: 401-377-2234 • e-mail: ngriseto@bpf-llc.com

Rosemary Pye  
National Labor Relations Board  
Regional Office  
10 Causeway Street  
Boston, MA 0222-1001

Dear Rosemary Pye,

We are writing in response to the outstanding settlement payments that are currently due and have not been paid. It is both our intent and desire to make the payments that are due the union employees. Unfortunately, we have had a number of production issues at the end of the fourth quarter of 2011 and into January that have negatively impacted our cash.

While we do have purchase order from customers in house, we have struggled to complete them in the time frame that we had first thought we would be able to. It is critical to our cash flow to bill our customers in a timely manner so that the revenue from those orders will be received in time to meet our cash needs. We do have a strong backlog of orders that will not only keep our employees gainfully employed but allow us to meet our cash needs going forward. When we originally committed to the monthly payment amounts, we could not have foreseen the issues we have experienced.

We are asking for an extension of time to pay the two outstanding payments for December and January. We would like to make two payments in each of the next two months. If approved, it would result in the December and January payments being made by the end of February and the February and March payments would be made by the end of March. This would allow us to both get caught up and remain current going forward.

Sincerely,

  
Nicholas Griseto  
President

RECEIVED

NOV 15 2011

OFFICE OF THE  
GENERAL COUNSEL

RECEIVED  
NATIONAL LABOR  
RELATIONS BOARD

2012 FEB -7 AM 10: 25

REGION ONE  
BOSTON, MA 02222-1072



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 CAUSEWAY ST  
6TH FLOOR  
BOSTON, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

February 9, 2012

Michael J. Murray, Esq.  
Partridge Snow & Hahn, LLP  
128 Union St  
Suite 500  
New Bedford, Ma 02740-6386

Re: BRADFORD PRINTING AND  
FINISHING, LLC  
Cases 01-CA-046524, 01-CA-046545,  
01-CA-046631, and 01-CA-046657

Dear Mr. Murray:

On February 7, 2012, Mr. Griseto's undated letter was received in the Region. The Regional Director has reviewed this matter and authorized me to inform you, because of the Bradford's representation of its recent extenuating circumstances and Bradford's assurances that the cash flow problems will be resolved in the near future, that she is granting the request for an extension of time to pay the two delinquent payments for the months of December 2011 and January 2012 by close of business Wednesday, February 29, 2012, and the February 2012 and March 2012 payments by the close of business Friday, March 30, 2012.

Should you have any questions concerning compliance with the terms of the Settlement Agreement, please contact me at 617-565-6701 so that I may assist you in resolving this matter.

Very truly yours,

Claire L. Powers  
Compliance Officer

cc: Shelley B. Kroll, Attorney  
Segal Roitman, LLP  
111 Devonshire Street, 5th Fl.  
Boston, Ma 02109-5407

Nicholas Griseto, President  
Bradford Printing & Finishing, LLC  
P. O. Box 275  
460 Bradford Road  
Bradford, RI 02808-0275



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 CAUSEWAY ST  
6TH FLOOR  
BOSTON, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

April 11, 2012

Steven H. Surdat, Esquire  
Law Office of George A. Comolli  
15 Franklin Street  
Westerly, RI 02891

Re: BRADFORD PRINTING AND  
FINISHING, LLC  
Cases 01-CA-046524, 01-CA-046545,  
01-CA-046631, and 01-CA-046657

Dear Mr. Surdat:

By letter dated February 7, 2012, I advised the Charged Party's former legal counsel that Bradford Printing and Finishing, LLC was in default of the terms of the Settlement Agreement approved on November 3, 2011. Despite assurances that with minor forbearance the Charged Party would cure its default, come into, and remain in compliance with the Settlement Agreement's terms, the Charged Party remains noncompliant. Specifically, the following payments have been made late or are in arrears:

Late:

Due Date	Revised Due Date	Amount	Received
11/28/11		\$10,400.00	12/21/11
12/28/11	2/29/12	\$6,939.60	3/5/12

In Arrears:

Due Date	Revised Due Date	Amount
1/28/12	2/29/12	\$6,939.60
2/28/12	3/30/12	\$6,939.60
3/28/12	3/30/12	\$6,939.60

The Backpay Installment Payment Agreement adopted as part of the Settlement Agreement, provides that in the event of default on the installment payment schedule, the full \$127,310.31, less any amounts previously paid, is immediately due and payable. Pursuant to this provision, the Region demands immediate payment of the sum of \$109,970.71.

In the event that this amount is not paid by May 1, 2012, the Region will initiate collection actions for this amount as well as reissuing the complaint pursuant to the terms of the Settlement Agreement. As provided for in the Settlement Agreement, I will then proceed to seek default judgment before the Board and Circuit Court enforcement of any Board order.

Should you have any questions concerning compliance with the terms of the Settlement Agreement, please call Compliance Officer Claire L. Powers at 617-565-6701 so that she may assist you in resolving this matter.

Very truly yours,

Rosemary Pye  
Regional Director

RP:

cc: SHELLEY B. KROLL, ATTORNEY  
SEGAL ROITMAN, LLP  
111 DEVONSHIRE STREET, 5th FL.  
BOSTON, MA 02109-5407



LAW OFFICES OF  
**GEORGE A. COMOLLI**

April 26, 2012

Shelly B. Kroll, Esq.  
Segal Roitman, LLP.  
111 Devonshire Street  
5th Floor  
Boston, MA 02109-5407

VIA FACSIMILE: (617)742-2187

Re: Bradford Printing and Finishing, LLC.

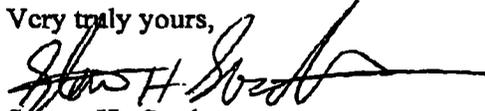
Dear Ms. Kroll:

Bradford Printing and Finishing acknowledges that it is not currently in compliance with the Settlement Agreement terms of November 3, 2011. At the time the Settlement Agreement was approved by Bradford Printing and Finishing, the internal economics of Bradford Printing and Finishing, LLC. allowed them to enter into the Settlement Agreement with a good faith belief. Since entering into the Settlement Agreement, Bradford Printing and Finishing's internal economic model and production schedule has undergone a drastic change that has been outside the control of Bradford Printing and Finishing, LLC.

Accordingly, at this time, Bradford Printing and Finishing, LLC, formally asks for a six month forbearance in regards to the Settlement Agreement approved on November 3, 2011, so that Bradford Printing and Finishing, LLC, may stabilize their internal economics and meet with the National Labor Relations Board to establish a payment schedule that is realistic considering the financial status of Bradford Printing and Finishing, LLC.

I look forward to speaking with you regarding this matter.

Very truly yours,



Steven H. Surdut

SHS/kc

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

In the Matter of

BRADFORD PRINTING & FINISHING, LLC

and

NEW ENGLAND JOINT BOARD, UNITE-HERE

CASES 01-CA-046524  
01-CA-046545  
01-CA-046631  
01-CA-046657

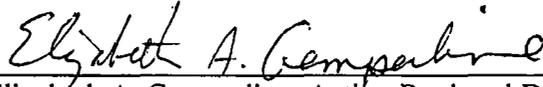
**ORDER FINDING RESPONDENT IN DEFAULT OF SETTLEMENT AGREEMENT  
AND NOTICE OF INTENT TO REISSUE CONSOLIDATED COMPLAINT**

Upon charges filed by New England Joint Board, UNITE/HERE, herein called the Union, in Cases 01-CA-046524, 01-CA-046545, 01-CA-046631, and 01-CA-046657, an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing issued against Vocell Bus Company, Inc., herein called Respondent, on May 31, 2011. On November 3, 2011, the Regional Director for Region One approved an informal Board Settlement Agreement between the parties in these cases.

Pursuant to the terms of the Settlement Agreement as modified by a grant of forbearance extended February 9, 2012, on April 11, 2012, by letter Respondent was notified of Respondent's default, and informed that if Respondent's non-compliance was not cured by May 1, 2012, the Consolidated Complaint would be reissued and seek a Board Order and Court Judgment as provided for in the Settlement Agreement. No cure having been made within the specified time period, the undersigned hereby declares Respondent to be in default of its obligations as set forth in the Settlement Agreement.

Further, in accordance with the terms of the Settlement Agreement, the undersigned hereby serves notice that an Amended Consolidated Complaint in Cases 01-CA-046524, 01-CA-046545, 01-CA-046631, and 01-CA-046657, will be re-issued shortly.

Dated at Boston, Massachusetts this 7th day of August, 2012.



Elizabeth A. Gemperline  
Elizabeth A. Gemperline, Acting Regional Director  
National Labor Relations Board  
First Region  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Sixth Floor  
Boston, Massachusetts 02222-1072

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

In the Matter of

BRADFORD PRINTING & FINISHING, LLC

and

NEW ENGLAND JOINT BOARD, UNITE-HERE

CASES 01-CA-046524  
01-CA-046545  
01-CA-046631  
01-CA-046657

**REISSUED ORDER CONSOLIDATING CASES AND CONSOLIDATED COMPLAINT**

New England Joint Board, UNITE-HERE, herein called the Union, has charged in Cases 01-CA-046524, 01-CA-046545, 01-CA-046631, and 01-CA-046657 that Bradford Printing & Finishing, LLC, herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec. 151, et seq., herein called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Reissued Order Consolidating Cases and Consolidated Complaint and alleges as follows:

1. (a) The charge in Case 01-CA-046524 was filed by the Union on November 19, 2010, and a copy was served by regular mail on Respondent on November 22, 2010.
- (b) The amended charge in Case 01-CA-046524 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.
- (c) The charge in Case 01-CA-046545 was filed by the Union on December 2, 2010, and a copy was served by regular mail on Respondent on December 2, 2010.
- (d) The amended charge in Case 01-CA-046545 was filed by the Union on December 3, 2010, and a copy was served by regular mail on Respondent on December 7, 2010.

(e) The second amended charge in Case 01-CA-046545 was filed by the Union on December 30, 2010, and a copy was served by regular mail on Respondent on January 4, 2011.

(f) The third amended charge in Case 01-CA-046545 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.

(g) The fourth amended charge in Case 01-CA-046545 was filed by the Union on May 20, 2011, and a copy was served by regular mail on Respondent on May 20, 2011.

(h) The fifth amended charge in Case 01-CA-046545 was filed by the Union on May 25, 2011, and a copy was served by regular mail on Respondent on May 26, 2011.

(i) The charge in Case 01-CA-046631 was filed by the Union on January 26, 2011, and a copy was served by regular mail on Respondent on January 27, 2011.

(j) The amended charge in Case 01-CA-046631 was filed by the Union on February 10, 2011, and a copy was served by regular mail on Respondent on February 11, 2011.

(k) The second amended charge in Case 01-CA-046631 was filed by the Union on May 27, 2011 and a copy was served by regular mail on Respondent on May 27, 2011

(l) The charge in Case 1-CA-46657 was filed by the Union on February 16, 2011, and a copy was served by regular mail on Respondent on February 17, 2011.

(m) The amended charge in Case 01-CA-046657 was filed by the Union on May 11, 2011, and a copy was served by regular mail on Respondent on May 13, 2011.

(n) The second amended charge in Case 01-CA-046657 was filed by the Union on May 24, 2011, and a copy was served by regular mail on Respondent on May 26, 2011.

(o) The third amended charge in Case 01-CA-046657 was filed by the Union on May 27, 2011, and a copy was served by regular mail on Respondent on May 27, 2011.

2. At all material times, Respondent, a Rhode Island limited liability corporation with an office and place of business at 460 Bradford Road, Bradford, Rhode Island, herein called the Bradford facility, has been engaged in the business of textile finishing.

3. (a) During the calendar year ending December 31, 2010, Respondent, in conducting its business operations described above in paragraph 2, sold and shipped from the Bradford facility goods valued in excess of \$50,000 directly to points outside the State of Rhode Island.

(b) During the calendar year ending December 31, 2010, Respondent, in conducting its business operations described above in paragraph 2, purchased and received at the Bradford facility goods valued in excess of \$50,000 directly from points outside the State of Rhode Island.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Nicholas Griseto	----	President and CEO
Bob Jacob	----	Production Manager
Karen Ward	----	Controller
Wayne Silva	----	Supervisor
Patty Bowen	----	Human Resources Administrator

7. Respondent, by Nicholas Griseto, at the Bradford facility, on the dates indicated below, engaged in the following conduct:

(a) On about September 21, 2010, disparaged the Union by:

(i) telling employees that they did not need Union representation;

(ii) telling employees that Respondent only had to recognize the Union for six months; and

(iii) telling employees to find a Union representative that speaks English.

(b) On about October 23, 2010, interfered with the selection of the Union's bargaining committee by:

(i) telling employees that women were over represented on the Union's bargaining committee; and

(ii) suggesting to employees that certain employee members on the Union's bargaining committee be replaced by other employees.

(c) On about November 22, 2010:

(i) implied to employee that it was futile to have the Union represent them as their designated collective-bargaining representative; and

(ii) told employees that members of the Union's bargaining committee would be replaced if they could not get along.

(d) On about February 17, 2011, created an impression among its employees that their union activities were under surveillance by Respondent; and

(e) On about February 17, 2011, implied to its employees that it would sue the Union's representative for conduct that occurred at a Union meeting.

8. On about February 17, 2011, Respondent, by Nicholas Griseto and Karen Ward, at the Bradford facility, implied to its employees that the Union was to blame for Respondent's financial problems.

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

All production and maintenance employees employed at Respondent's Bradford facility, but excluding general office help, clerical employees, scientific employees, foremen, department heads, watchmen, guards, and supervisors as defined in the Act.

10. By a Decision and Order dated March 25, 2011, the Board found that Respondent, a *Burns* successor to Bradford Dyeing Association, had an obligation to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit as of January 16, 2010. The Board further found that Respondent had, thereafter, unlawfully refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the Unit and ordered Respondent to cease and desist from refusing to recognize, or withdrawing recognition from, the Union and to recognize and bargain collectively with the Union as the exclusive representative of its employees in the Unit with respect to wages, hours, and other terms and conditions of employment, and if an agreement is reached, embody such agreement in a signed document. 356 NLRB No.109 (March 25, 2011).

11. Since about January 16, 2009, and at all material times herein, based on the facts described above in paragraph 10, the Union has been the exclusive collective-bargaining representative of the Unit.

12. On or about December 10, 2010, before which date the Union did not know and could not have known, it was put on notice that in about January and March 2010, more specific dates being currently unknown to the Acting General Counsel, Respondent changed the health insurance plan that it offers to Unit employees.

13. On about November 15, 2010, Respondent changed the amount of, and method by which, Unit employees contribute towards their health insurance.

14. On about November 15, 2010, Respondent refused to allow the Union access to the Bradford facility to meet with members of its employee bargaining committee because not all members of the committee were present.

15. In about mid-December 2010, a more specific date being currently unknown to the Acting General Counsel, Respondent granted its employees a 10 percent wage increase, to be effective January 1, 2011.

16. On about March 2, 2011, Respondent rescinded the 10 percent wage increase described above in paragraph 15.

17. On about February 9, 2011, Respondent laid off Unit employees Cindy Abate, Christopher Bridgham, Peter Harris, and James Olson.

18. On about March 3, 2011, Respondent laid off Unit employees John Arnold, Jim DeCosta, Don Lavalley, Jim Lindeborg, and Mark Pendleton.

19. The subjects set forth in paragraphs 12 through 18 relate to wages, hours and other terms and conditions of employment of the Union; and are mandatory subjects for the purposes of collective-bargaining.

20. (a) Respondent engaged in the conduct described above in paragraphs 12 through 16 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(b) Respondent engaged in the conduct described above in paragraph 17 without affording the Union an opportunity to bargain with Respondent with respect to the effects of this conduct.

(c) Respondent engaged in the conduct described above in paragraph 18 without affording the Union an opportunity to bargain with Respondent with respect to the decision to layoff Unit employees and the effects of this conduct.

21. In about late October 2010, a more precise date being presently unknown to the Acting General Counsel, Respondent, by Nicholas Griseto, at the Bradford facility, bypassed the Union and dealt directly with its employees in the Unit by polling them about whether they wanted to work the Veterans' Day holiday (November 11, 2010).

22. On about November 4, 2010, Respondent, by Patricia Bowen, bypassed the Union and dealt directly with employees by polling them about whether they wanted to work the Veterans' Day holiday (November 11, 2010).

23. On about February 9, 2011, Respondent, by Nicholas Griseto, reneged on an agreement Respondent reached with the Union to advise only six named employees that they were being laid off.

24. (a) Since about November 17, December 14, and December 28, 2010, the Union has requested that Respondent furnish the Union with the following information:

(i) the job descriptions of three working foremen and the identities of the employees they are alleged to supervise;

(ii) plan documents related to the health insurance plans Respondent offers to its employees and any changes that have been made to those plans; and

(iii) The hire dates and job classifications of two laid-off employees – Doug Boss and Joseph DePerry.

(b) Since about February 9 and 10, 2011, the Union requested that Respondent furnish the Union with the job titles and job descriptions for each of the non-Unit employees Respondent listed on a seniority list that it provided to the Union on February 9, 2011.

(c) Since about March 2, 2011, the Union requested Respondent to furnish the Union with the following information:

(i) An explanation of the cash flow problem Respondent was experiencing that justified a layoff of unit employees;

(ii) Documentation showing the cost savings Respondent expects to realize from a layoff of bargaining-unit employees;

(iii) Names of all customers that have cut orders with Respondent and the net loss of revenue this has caused;

(iv) Documentation substantiating Respondent's precarious financial condition; and

(v) Any documentation of the careful analysis of Respondent's operational needs, and the skills and qualifications of employees or an explanation of this analysis if no such documentation exists, which would explain the selection of employees for the March 2011 layoff referred to above in paragraph 18.

25. The information requested by the Union, as described above in paragraph 24, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

26. Since about November 17, 2010, December 14 and 28, 2010, February 9 and 10, 2011, and March 2, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 25.

27. On about November 3, 2010, Respondent and the Union commenced negotiations for a collective-bargaining agreement.

28. At all material times, Pamela Cornell has been a member of the Union's bargaining committee and an agent of the Union for purposes of collective-bargaining with Respondent.

29. Since about December 21, 2010, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit unless Pamela Cornell ceased to act as the Union's agent for the purpose described above in paragraph 28.

30. From about January 10, 2011, January 21, 2011, and February 15, 2011, Respondent failed and refused to meet in negotiations for a collective-bargaining agreement before late March 2011.

31. By the conduct described above in paragraphs 7 and 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

32. By the conduct described above in paragraphs 12 through 23, 26, 29, and 30, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

33. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 12, 13, 16, 17, 18, 19, 20, and 32, the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel seeks further, as part of the remedy for the unfair labor practices alleged above in paragraphs 12, 13, 16, 17, 18, 19, 20, and 32, an order requiring that Respondent submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

Dated at Boston, Massachusetts this 7th day of August, 2012.

  
Elizabeth A. Gemperline, Acting Regional Director  
National Labor Relations Board  
First Region  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Sixth Floor  
Boston, Massachusetts 02222-1072

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 1

BRADFORD PRINTING AND FINISHING, LLC  
and  
NEW ENGLAND JOINT BOARD, UNITE HERE

Cases 01-CA-046524  
01-CA-046545  
01-CA-046631  
01-CA-046657

**AFFIDAVIT OF SERVICE OF: ORDER FINDING RESPONDENT IN DEFAULT OF SETTLEMENT AGREEMENT AND NOTICE OF INTENT TO REISSUE CONSOLIDATED COMPLAINT; REISSUED ORDER CONSOLIDATING CASES AND CONSOLIDATED COMPLAINT; AND MOTION TO TRANSFER PROCEEDING TO THE BOARD AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 7, 2012**, I served the above-entitled document(s) by **electronic and/or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

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Date

Mary H. Harrington  
Designated Agent of NLRB

Name

  
Signature