

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

OBERTHUR TECHNOLOGIES OF  
AMERICA CORPORATION

and

Case Nos. 4-CA-128098  
4-CA-132055  
4-CA-134781  
4-CA-158860

LOCAL 14M, DISTRICT COUNCIL 9,  
GRAPHIC COMMUNICATIONS  
CONFERENCE/INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

*David G. Rodriguez, Esq.*, for the General Counsel.  
*Kevin C. McCormick, Esq.*, (*Whiteford, Taylor and Preston. L.L.P.*)  
*Baltimore, Maryland*, for the Respondent.  
*Mark Kaltenbach, Esq.*, (*Markowitz and Richman*)  
*Philadelphia, Pennsylvania*, for the Charging Party.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania on April 6, 2016. Local 14M filed the charges giving rise to this matter on May 6, July 2, August 14, 2014 and August 26, 2015. The General Counsel issued a consolidated complaint on October 27, 2015.

The General Counsel alleges that Respondent violated Section 8(a)(5) and (1) of the Act by discharging 4 bargaining unit employees without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent concerning the discipline of these employees. The General Counsel also alleges that Respondent unlawfully delayed providing the Union with information it had requested four months earlier, regarding one of these discharges.<sup>1</sup>

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<sup>1</sup> The Union alleged in its charges that at least some of these employees were terminated in violation of Section 8(a)(3) and (1). The General Counsel did not find merit to these allegations and did not issue a complaint on this basis.

The Union won a representation election on September 7, 2012, 2-3 years prior to the discharge of the employees in question. In that election 108 eligible voters voted for union representation by the Charging Party Union; 106 voted against representation. On February 20, 2013, Administrative Law Judge Raymond Green issued a decision in a combined unfair labor practice/representation case. He sustained the Union's challenge to the eligibility of 2 voters on the grounds that they were professional employees. Judge Green found another employee whose ballot was challenged to be an eligible voter. Following Judge Green's decision the Union on March 13, 2013, requested that Respondent commence bargaining. Respondent rejected the demand and filed exceptions to Judge Green's decision with the Board.

Between the time of Judge Green's decision and the Board's decision discussed below, Respondent terminated 4 employees without giving the Union notice of their discharges and an opportunity to bargain about these discharges.

Upon review of Judge Green's decision, the Board certified the Union as bargaining representative of a unit of Respondent's employees described below on August 27, 2015, 362 NLRB No. 198.

All full-time employees in litho printing, finishing card and sheet, ink, facilities janitorial, card auditing plastics, pre-press composition, QC [quality control], smart card embedding, screen making, screen printing, production expeditor, quality systems analyst, warehouse plastic, customer service manufacturing, and maintenance departments at 523 at James Hance Court, Exton, Pennsylvania; but excluding all other employees, temporary and seasonal employees, confidential employees, guards and supervisors as defined in the Act.

Respondent has continued its challenge to the certification of the Union.

The General Counsel relies on the rationale in *Allen Ritchey*, 359 NLRB No. 40 (2012), a decision invalidated by the United States Supreme Court due to the composition of the Board at the time of the decision.

Respondent concedes that it did not give the Union prior notice of the discharges of its employees or give it an opportunity to bargain over the discharges. It contests the validity of the Union's certification, the General Counsel's reliance on the *Alan Ritchey* rationale and also argues that the discharge of the four employees was not discretionary within the meaning of the *Alan Ritchey* decision.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, Respondent and Charging Party, I make the following

## FINDINGS OF FACT

### I. JURISDICTION

Respondent, a Delaware corporation, manufactures plastic credit and identification cards at a facility in Exton, Pennsylvania. It also has facilities in Chantilly, Virginia and Los Angeles,

California. In the year prior to the issuance of the complaint, Respondent sold and shipped goods valued in excess of \$50,000 directly to points outside of Virginia, Pennsylvania and California. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

On March 11, 2013 the Union demanded bargaining concerning unit employees' wages, benefits and working conditions. The demand letter addressed disciplining of unit employees as follows:

Should the Company file exceptions to the ALJ's decision, it is the position of the Union that any unilateral changes by the Company pertaining to terms and conditions of employment or with respect to the issuance of discipline without first providing the Union with notice and the opportunity to bargain over those changes is an attempt to unlawfully change, alter or eliminate those terms and conditions of employment and will be met by the Union pursuing legal remedies available it for the violation of law.

On March 15, Respondent rejected this demand indicating that it intended to appeal the administrative law judge's decision of February 20, 2013. In that decision the Judge sustained the Union's challenge to the ballots of two employees, which in effect resulted in the Union winning the 2012 representation election by a margin of 108 to 106.

On March 13, 2014, the Union requested that Respondent provide it with documentation pertaining to the February 4, 2014 terminations of unit employees, Albert Anderson and Emery Flowers. Respondent complied with this request on July 17, 2014. However, Respondent reiterated its position that it had no obligation to bargain with the Union, including any obligation to provide the documentation pertaining to the terminations.

After the Board affirmed the judge's ruling and certified the Union on August 27, 2015, the Union again demanded bargaining on September 1, 2015. Respondent rejected this demand as well, indicating its intent to challenge the Board's decision in the United States Courts of Appeals.

### *The employee terminations at issue*

#### *Albert Anderson*

On December 31, 2013, Albert Anderson and his leadman, Emery Flowers, were placing stickers on company inventory at Respondent's Exton facility. Anderson drove the forklift, while Flowers stood on the elevated forks placing the stickers. The forklift moved horizontally and vertically while Flowers stood on the forks. Flowers was not wearing a safety belt to prevent him from falling off the forks. Respondent investigated the incident, which was captured on video, and terminated both employees on or about February 4, 2014. Both Anderson and

Flowers had been trained in the safe operating procedures for forklifts and were certified to operate them.<sup>2</sup>

5 On March 13, the Union requested information regarding the discharge of Anderson and Flowers. Respondent replied on March 18, indicating that it would provide the information the following week. On July 17, Respondent provided to the Union the information that it requested on March 13. However, Respondent's counsel stated at the close of the letter than it should not be construed to mean that Respondent had any duty to provide the information to the Union.

10 *Dan Clay and Harvey Werstler*

Respondent terminated Dan Clay and Harvey Werstler on or about July 14, 2014 for fighting on the production floor. The Union learned of these discharges from Werstler. It requested information from Respondent about the discharges on July 24, which it received on August 11. Respondent's counsel reiterated his opinion that Respondent had no duty to provide the information.

15 *Lawrence Bennethum*

20 In July 2015, a group of employees were meeting on the production floor of Respondent's Exton facility. A female employee did not have a hair bonnet that employees wear to prevent hair from getting into the product. Somebody asked Bennethum to get a hair bonnet for the female employee. Bennethum responded, "Did the color of my skin change?" Respondent terminated Bennethum on or about July 27, 2015. The Union learned of the termination from Bennethum.

25 *Respondent has terminated other employees for similar infractions*

30 In an effort to defend against the General Counsel's assertion that the terminations of Anderson, Clay, Werstler and Bennethum were discretionary, Respondent introduced uncontroverted evidence that it terminated other employees for the same or very similar infractions.

35 *Respondent's disciplinary policies*

Respondent's employee handbook, G.C. Exh. 12 contains its Standards of Conduct and Disciplinary Policy at pages 25-29:

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<sup>2</sup> The relevant OSHA regulation appears to be at 29 CF 1910.178 (m)(3):

Unauthorized personnel shall not be permitted to ride on powered industrial trucks. A safe place to ride shall be provided where riding of trucks is authorized.

OSHA does not require employers to terminate employees to violate this rule. However, an employer, who allows employees to violate this standard are subject to OSHA citations and penalties.

**STANDARDS OF CONDUCT**  
**RULES OF CONDUCT**

5 All employees are expected to conduct themselves in a professional  
business-like manner. Disregarding or failing to conform to these  
standards shall result in disciplinary action, as the Company may  
determine, ranging from counseling to dismissal. This disciplinary policy  
creates no contractual rights for continued employment and does not  
10 modify the Company's policy of at-will employment. Because this policy  
is intended only as a guideline, examples of conduct that will result in  
disciplinary action and/or dismissal include, but are not limited to, the  
following:

15 20. Disorderly conduct, fighting or provoking a fight, horseplay or engaging in  
acts of violence or threatening behavior, at Company or customer facilities or  
work location, or interfering with others in the performance of their jobs.

20 31. Any action that results in, or could result in, property damage or personal  
injury.

25 32. Any action that endangers the health or safety of others, including violating a  
safety rule or practice.

30 34. Carrying unauthorized property or persons while operating Company  
equipment.

35 35. Failing to protect property or persons while operating Company equipment.

40 55. Engaging in any activity that is in conflict with the best interests of the  
Company.

45 It is impossible to define rules for every conceivable situation that might  
arise. Activities that are not expressly covered in these rules will be  
handled on a case-by-case basis. All employees are expected to act  
with good common sense and in a totally professional manner. The  
Company reserves its right to demote, transfer, suspend, terminate or  
otherwise discipline any employee without prior warning should the  
Company, in its sole discretion, believe such action is warranted or  
appropriate. The foregoing is not intended to and does not in any  
manner alter the at-will relationship between the Company and its  
employees

At page 28, Respondent's handbook addresses violence in the workplace. That  
section specifically includes hitting or shoving an individual, or attempting to do so. As  
with other violations of company policy, the handbook specifically states:

Any violation of this policy will result in disciplinary action, as the Company may determine in its sole discretion, ranging from verbal counseling to immediate dismissal.

5 Bennethum's conduct appears to violate Respondent's Equal Employment Opportunity and Unlawful Harassment policies set out at pages 11-15:

The Company prohibits unlawful harassment in any form, including:

- 10 • VERBAL CONDUCT such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments, in violation of the Company's Equal Employment Opportunity policy.

15 At page 15 the handbook states that:

Where the Company has determined that conduct in violation of this policy has occurred, the Company will take appropriate disciplinary action.

20 In summary, nothing in the Respondent's handbook mandates automatic termination for the offenses committed by Anderson, Clay, Werstler or Bennethum.

25 There is no evidence in this record of any employees receiving less serious discipline than Anderson, Clay and Werstler for substantially similar conduct. However, with regard to the termination of Bennethum, there is such evidence. An employee who asked another employee, "if he was the head N.....in charge?" received only a 3-day suspension. Also, the degree of discipline for safety and violence infractions depends on Respondent's assessment of whether they were sufficiently egregious to warrant  
30 termination, Tr. 94-95. 110.

### *Analysis*<sup>3</sup>

35 *Respondent violated Section 8(a)(5) and (1) by failing to bargain about the discharges after the fact*

I decline the General Counsel's invitation to apply the rationale of the *Alan Richey* decision. Until the Board adopts that rationale, I am bound by existing precedent. Moreover, even if the Board were to reaffirm its holding in *Alan Richey*, it must decide whether it will  
40 apply that rationale only prospectively, as it did in the 2012 decision, or retrospectively.<sup>4</sup>

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<sup>3</sup> I will not address Respondent's contention that this case must be dismissed on the grounds that Acting General Counsel Laife Solomon had no authority to nominate Regional Director Dennis Walsh, who issued the complaint. The Board's decision in *American Baptist Homes of the West*, 364 NLRB No. 13, slip opinion p. 7, n. 19 (2016) is dispositive on this issue.

<sup>4</sup> For the same reason I will not address the General Counsel's contention that Respondent is obligated to pay for discriminatees' expenses while searching for work.

If the Board were to reaffirm the *Alan Ritchey* rationale and find that is applicable to this case, I would find that Respondent violated the Act by failing to notify the Union in advance and offering it the opportunity to bargain over the 4 discharges herein. “Discretionary” in this context is the opposite of “Automatic.” For example, if an employer has a uniformly applied rule that any violation of a particular safety requirement will automatically result in termination regardless of the circumstances (e.g. failure to lock out/tag out a machine before doing maintenance work) the decision to terminate an employee would not be discretionary. Here, however, Respondent clearly reserved the right to impose lesser forms of discipline. The fact that it usually or even always terminated employees for these types of misconduct does not change the fact that in these circumstances termination was discretionary.

Regardless of the fate of the *Alan Ritchey* rationale, Respondent violated the Act pursuant to existing Board precedent. An employer has an obligation to bargain with the Union, upon request, concerning disciplinary matters, even if it has no obligation to notify and bargain to impasse with the Union before imposing discipline, *Fresco Bee*, 337 NLRB 1161, 1186-87 (2002); *Ryder Distribution Resources*, 302 NLRB 76, 90 (1991). This is certainly true when, as in this case, its existing disciplinary policy did not require termination, *Syigma Network Corp.*, 317 NLRB 411, 417 (1995). An employer’s disciplinary system constitutes a term of employment that is a mandatory subject of bargaining, *Toledo Blade Co.*, 343 NLRB 385, 387 (2004).

An employer’s obligation to bargain with a Union begins on the date of a representation election in which the Union prevails, regardless of when the Union is certified or when litigation over that certification is concluded—at least to the extent that an employer makes unilateral changes in wages, hours or working conditions. An employer which makes such changes does so at its peril, *Mike O’Connor Chevrolet Buick-GMC Co.* 209 NLRB 701 (1974), enf. denied on different grounds, 512 F.2d 684 (8th Cir. 1975).<sup>5</sup>

The imposition of discipline, particularly the termination of an employee is an obvious change in that employee’s working conditions. In this regard the Board had held that a failure to notify and bargain with a union over lay-offs between an election and certification violates Section 8(a)(5) and (a)(1), *Bundy Corp.*, 292 NLRB 671 (1989). Thus, Respondent violated Section 8(a)(5) and (1) by failing to provide notice and an opportunity to the Union to bargain over the terminations in this case-at any time.

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<sup>5</sup> In *Howard Plating Industries, Inc.*, 230 NLRB 178 (1977), the Board held that an employer does not violate the Act in refusing to engage in negotiations for a collective bargaining agreement with a union, which has won a representation election, during the period in which the union has not been certified. This holding is limited to an employer’s refusal to engage in contract negotiations (“plenary bargaining”), *Alta Vista Regional Hospital*, 357 NLRB 326, 327 n. 5 (2011)[Also cited as *San Miguel Hospital Corp.*]. It has no bearing on an employer’s obligation to refrain from unilateral changes, such as the imposition of discipline.

*The Union did not waive its bargaining rights by not specifically requesting bargaining over the terminations of Anderson, Clay, Werstler and Bennethum*

5 The Union requested that the Respondent bargain with it on March 11, 2013. 4 days later  
 Respondent informed the Union that it would not recognize the Union or bargain with it.  
 Consistent with this position, Respondent never notified the Union that it discharged Anderson,  
 Clay, Werstler and Bennethum. Moreover, when providing information to the Union in response  
 to the Union’s requests for information about the terminations of Anderson, Clay and Werstler,  
 Respondent explicitly stated that it was under no obligation to provide the information. Thus,  
 10 the Union could reasonably conclude that Respondent’s position that it had no obligation to  
 notify and bargain with the Union about anything had not changed. Thus, the Union was fully  
 justified in believing that Respondent had presented it with a “fail accompli” and that specifically  
 requesting bargaining about the discharges would have been a useless endeavor, *Sunnyland  
 Refining Company*, 250 NLRB 1180, 1181, n.4 (1980).

15  
 Furthermore, I conclude that if Respondent was willing to negotiate with the Union about  
 the discharges, it was Respondent’s obligation to so inform the Union in light of its previous  
 refusal to recognize and bargain with the Union. Had Respondent been willing to bargain with  
 the Union, it should have notified the Union that it was willing to bargain about the discharges of  
 20 Anderson, Clay and Werstler when it complied with the Union’s information requests. The fact  
 that Respondent failed to give any notice to the Union that it discharged Clay, Werstler and  
 Bennethum, even after receiving and complying with the Union’s information request  
 concerning Anderson, also indicates that a specific request to bargain over these discharges  
 would have been futile.

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*Respondent violated Section 8(a)(5) and (1) by waiting four months to comply with the  
 Union’s information request regarding Anderson’s termination*

30 A four-month delay, or less, in providing information may violate Section 8(a)(5) and  
 (1)—particularly when an employer fails to offer a legitimate explanation for the delay, e.g.,  
*Bundy Corp.*, 292 NLRB 671 (1989). The circumstances in this case warrant such a conclusion  
 particularly since Respondent terminated Anderson on February 4, 2014 and never notified the  
 Union that it had done so. Further, the size of the production that satisfied the information  
 request, G.C. Exh.7, provides no basis for concluding that Respondent had any legitimate reason  
 35 for dragging its feet in providing this information.

40 Finally, for a collective bargaining representative to have a meaningful opportunity to  
 bargain over a discharge, it must be promptly notified and its information requests regarding the  
 reasons for the discharge must be complied with promptly. In this case, Respondent failed to  
 notify the Union of the discharge, took four months to provide the Union with the requested  
 information, and then implicitly, in its response to the Union’s information request, indicated that  
 it had no intention of bargaining with the Union about anything. I have considered all these  
 factors in finding that the 4 month delay in providing the information violates the Act.

## REMEDY

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

A threshold issue is whether a make whole remedy, i.e. reinstatement and backpay is precluded in this case by virtue of the language of Section 10(c) of the Act, “no order of the Board shall require the reinstatement of any individual as an employee who has been suspended or discharged, or the payment to him of any back pay, if such individual was suspended or discharged for cause.”

As a general proposition, an employee who has not engaged in protected activity and is discharged for misconduct is not entitled to a make whole remedy. This is so even in cases in which the employee was not afforded his or her rights under *Weingarten v. NLRB*, 420 U.S. 251 (1975),<sup>6</sup> or the employer discovers the misconduct through unlawful means, such as with an unlawfully hidden surveillance camera, *Anheuser-Busch, Inc.*, 351 NLRB 644 (2007). In this case there is no evidence that the discharged employees terminations were related in any way to conduct protected by the Act.<sup>7</sup>

As the Charging Party points out, Section 10(c) also does not prevent a make-whole remedy in a limited number of other situations in which an employee was discharged for misconduct unrelated to protected activity. One such situation is when an employer unilaterally changes a disciplinary rule and it is not clear that the employee would have been discharged under the employer’s rules that existed prior to the illegal unilateral change, *Uniserve*, 351 NLRB 1361, n.1 (2007).<sup>8</sup>

In the instant case employees Anderson, Werstler, Clay and Bennethum were discharged for misconduct unrelated to any protected activity. There is also no evidence that there was any unlawful unilateral change in Respondent’s disciplinary policies that was related to their discharges. Therefore, pursuant to Section 10(c) of the Act, these employees are entitled to neither backpay nor reinstatement. The consequences of failing to bargain over these discharges is limited by Section 10(c) to the posting of a notice.<sup>9</sup>

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<sup>6</sup> An employer violates the Act pursuant to *Weingarten* if it conducts an investigatory interview after denying the employee the assistance of a union representative.

<sup>7</sup> I have issued 2 decisions in which I found that employees were entitled to a make-whole remedy under similar circumstances to the instant case, *Total Security Management Illinois I*, 13-CA-108215 (May 9, 2014) and *Security Walls, LLC*, 16-CA-152423, January 21, 2016). In neither case was the language of Section 10(c) raised by the employer. I was not aware that this was an issue. Depending on the ultimate outcome of the instant case, it could be that I was mistaken in ordering a make-whole remedy in those cases.

<sup>8</sup> In this situation, however, the employer may be able to avoid a make-whole remedy in the compliance stage by showing that it would have discharged the employee under the policies that existed prior to the unlawful unilateral change.

<sup>9</sup> *Pressman Cleaners*, 361 NLRB No. 57 (2014) cited by the Charging Party did not involve the discipline of employees. Thus that decision has no bearing on this case.

*Conclusions of Law*

1. Respondent violated Section 8(a)(5) and (1) of the Act in failing to notify the Union of the discharges of employees Anderson, Werstler, Clay and Bennethum.

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2. Respondent violated Section 8(a)(5) and (1) of the Act in failing to provide the Union an opportunity to bargain over the discharges of employees Anderson, Werstler, Clay and Bennethum.

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3. Respondent violated Section 8(a)(5) and (1) in unreasonably delaying its response to the Union's March 13, 2014 information request.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>10</sup>

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*Order*

The Respondent, Oberthur Technologies of America, its officers, agents, shall

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1. Cease and desist from

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(a) Failing and refusing to bargain collectively and in good faith with the Local 14M, District Council 9, Graphic Communications Conference/International Brotherhood of Teamsters as the exclusive collective bargaining representative of all full-time employees in litho printing, finishing card and sheet, ink, facilities janitorial, card auditing plastics, pre-press composition, QC [quality control], smart card embedding, screen making, screen printing, production expeditor, quality systems analyst, warehouse plastic, customer service manufacturing, and maintenance departments at 523 at James Hance Court, Exton, Pennsylvania; but excluding all other employees, temporary and seasonal employees, confidential employees, guards and supervisors as defined in the Act.

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(b) Unreasonably delaying its response to the Union's information requests.

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

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

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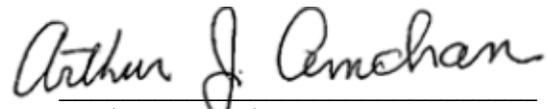
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<sup>10</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to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

(a) Within 14 days after service by the Region, post at its Exton, Pennsylvania facility copies of the attached notice marked "Appendix."<sup>11</sup> Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 4, 2014.

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

Dated, Washington, D.C., June 16, 2016

  
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 Arthur J. Amchan  
 Administrative Law Judge

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

**APPENDIX**

**NOTICE TO EMPLOYEES**

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

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

**FEDERAL LAW GIVES YOU THE RIGHT TO**

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT fail or refuse to notify and offer to bargain in good faith with Local 14M, District Council 9, Graphic Communications Conference/International Brotherhood of Teamsters over the discipline or discharge of any bargaining unit employee.

WE WILL NOT unreasonably delay responding to information requests from Local 14M, District Council 9, Graphic Communications Conference/International Brotherhood of Teamsters.

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

**OBERTHUR TECHNOLOGIES OF  
AMERICA CORPORATION**

\_\_\_\_\_  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

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

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404  
(215) 597-7601, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at [www.nlr.gov/case/04-CA-128098](http://www.nlr.gov/case/04-CA-128098) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



**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, (215) 597-5354.