

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

Deborah S. Hunt
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Filed: November 24, 2020

Mr. David Habenstreit
National Labor Relations Board
Appellate and Supreme Court Litigation Branch
1015 Half Street, S.E.
Washington, DC 20570

Keystone Printing, Inc.
Attn: Timothy A. Clark
3750 Galt Ocean Drive, Suite #608
Ft. Lauderdale, FL 33308

Re: Case No. 20-1311, *NLRB v. Keystone Printing, Inc.*
Originating Case No.: 07-CA-246458

Dear Counsel and Mr. Clark,

The Court issued the enclosed Judgment today in this case.

Sincerely yours,

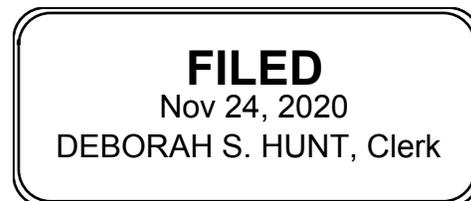
s/Laura A. Jones
Case Management Specialist
Direct Dial No. 513-564-7023

Enclosure

Mandate to issue

No. 20-1311

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT



NATIONAL LABOR RELATIONS BOARD,)
)
)
 Petitioner,)
)
)
 v.)
)
)
 KEYSTONE PRINTING, INC., dba Keystone)
 Millbrook Printing Group,)
)
)
 Respondent.)

J U D G M E N T

Before: GUY, KETHLEDGE, and NALBANDIAN, Circuit Judges.

The National Labor Relations Board (“the Board”) applies for summary enforcement of its February 27, 2020 decision in Case No. 07-CA-246458 finding that Respondent Keystone Printing, Inc. (“Keystone”), doing business as Keystone Millbrook Printing Group, violated federal labor law. The Board also ordered Keystone to take certain remedial measures set forth in its order. Keystone has not responded to the application.

After the Graphic Communications Conference International Brotherhood of Teamsters Local 25-M of District Council 3 filed a charge against Keystone, the General Counsel issued a complaint and notice of hearing. Keystone failed to answer. As a result, the General Counsel moved for default judgment with the Board. The proceedings were transferred to the Board, after which the Board ordered Keystone to show cause why a default judgment should not issue. Keystone did not respond to the show cause order. On February 27, 2020, the Board granted the motion for default judgment and ordered Keystone to take certain actions.

No. 20-1311

-2-

The Board now applies for summary enforcement of its February 27 decision pursuant to 29 U.S.C. § 160(e). Section 160(e) provides that “[n]o objection that has not been urged before the Board, its member, agent, or agency, shall be considered by the court, unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.” Respondent’s failure to file objections precludes this court from considering any objections to the Board’s order absent extraordinary circumstances. *Mt. Clemens Gen. Hosp. v. NLRB*, 328 F.3d 837, 843 (6th Cir. 2003). No such circumstances have been alleged here.

The application for summary enforcement is **GRANTED**. It is **ORDERED** and **ADJUDGED** that the Board’s February 27, 2020 decision and order in Case No. 07-CA-246458 is hereby enforced. Respondent Keystone Printing, Inc., doing business as Keystone Millbrook Printing Group, its officers, agents, successors, and assigns shall abide by and perform the directions of the Board set forth in its order. (*See* Attached Order and Appendix).

The mandate shall issue forthwith.

ENTERED BY ORDER OF THE COURT



Deborah S. Hunt, Clerk

NATIONAL LABOR RELATIONS BOARD

v.

KEYSTONE PRINTING, INC.,
D/B/A KEYSTONE MILLBROOK PRINTING GROUP**ORDER**

Keystone Printing, Inc., d/b/a Keystone Millbrook Printing Group, Grand Ledge, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from
 - (a) Failing and refusing to bargain collectively and in good faith with Graphic Communications Conference International Brotherhood of Teamsters Local 25-M of District Council 3 (the Union) as the exclusive collective-bargaining representative of bargaining unit employees about the effects of its decision to cease operations at its Grand Ledge facility.
 - (b) Failing to continue in effect all terms and conditions of employment of its unit employees by failing or refusing to pay them the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, as provided in article 26 of the collective-bargaining agreement.
 - (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.
 - (a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning the effects of its decision to close the Respondent's Grand Ledge facility and reduce to writing any agreement reached as a result of such bargaining:

All full-time and regular part-time employees performing work, processes, operations and production directly related to printing; including garment operators, pick-n-pack general employees, floor workers, building maintenance, coatings operators, truck drivers, shipping and

receiving, materials and logistics, mailing operators, mailing coordinators, general bindery, bindery operators, prepress assistants, electronic prepress, digital press operators, small press operators 20” and below, press helper, web press operators, press helpers, 2nd pressmen, six up to ten color sheet fed over 29” up to and including 40”, and six color fed up to and including 29” employees employed by Respondent at or out of its Grand Ledge facility; but excluding confidential employees and guards and supervisors as defined in the Act.

- (b) Pay the unit employees their normal wages for the period set forth in the remedy section of this decision, with interest.
- (c) Pay the unit employees the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, 2019, as provided in the collective-bargaining agreement, with interest.
- (d) Compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.
- (e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (f) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent’s authorized representative, copies of the attached notice marked “Appendix,” to the Union and to all unit employees who were employed by the Respondent at any time since August 9, 2019.
- (g) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to recognize and bargain with Graphic Communications Conference International Brotherhood of Teamsters Local 25-M of District Council 3 as the exclusive collective-bargaining representative of our employees in the bargaining unit by failing and refusing to bargain about the effects of our decision to cease operations at our Grand Ledge, Michigan facility.

WE WILL NOT fail to continue in effect all terms and conditions of employment of our unit employees by failing or refusing to pay them the cash equivalent of any unused vacation earned in the calendar year ending December 31, 2018, and accrued vacation pay earned in the period from January 1 through August 9, 2019, as provided in article 26 of the collective-bargaining agreement.

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

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning the effects of our decision to close our Grand Ledge facility and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time employees performing work, processes, operations and production directly related to printing; including garment operators, pick-n-pack general employees, floor workers, building maintenance, coatings operators, truck drivers, shipping and receiving, materials and logistics, mailing operators, mailing coordinators, general bindery, bindery operators, prepress assistants, electronic prepress, digital press operators, small press operators 20” and

below, press helper, web press operators, press helpers, 2nd pressmen, six up to ten color sheet fed over 29” up to and including 40”, and six color fed up to and including 29” employees employed by us or out of our Grand Ledge facility; but excluding confidential employees and guards and supervisors as defined in the Act.

WE WILL compensate our unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

KEYSTONE PRINTING, INC.,
D/B/A KEYSTONE MILLBROOK PRINTING GROUP

The Board’s decision can be found at www.nlr.gov/case/07-CA-246458 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

