

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE**

INTERSTATE BAKERIES CORPORATION

and

Case 17-CA-23404

KIRK RAMMAGE, an Individual

TEAMSTERS LOCAL UNION NO. 523, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AFL-CIO

and

Case 17-CB-6146

KIRK RAMMAGE, an Individual

Michael Werner, Esq., Overland Park, KS,
for the General Counsel
Gregory D. Ballew, Esq., of *Fisher & Phillips,*
LLP, Kansas City, MO, for the Respondent Employer
Steven R. Hickman, Esq., of *Frasier, Frasier &*
Hickman, LLP, Tulsa, OK, for the Respondent Union
John C. Scully, Esq., *National Right to Work Legal*
Defense Foundation, Inc., Springfield, VA, for the
Charging Party

DECISION

Statement of the Case

GERALD A. WACKNOV, Administrative Law Judge: Pursuant to notice a hearing in this matter was held before me in Tulsa, Oklahoma on August 15, 2006. The charges in the captioned matters were filed by Kirk Rammage, an Individual, on January 13, 2006. An amended charge in Case 17-CB-6146 was filed on April 25, 2006. Thereafter, on April 28, 2006, the Regional Director for Region 17 of the National Labor Relations Board (Board) issued a complaint and notice of hearing alleging violations by Interstate Bakeries Corporation (Respondent Employer or Employer) of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended (Act), and by Teamsters Local Union No. 523, affiliated with International Brotherhood of Teamsters, AFL-CIO (Respondent Union or Union) of Section 8(b)(1)(A) and 8(b)(2) of the Act. The Employer and Union, in their answers to the complaint, duly filed, deny that they have violated the Act as alleged.

The parties were afforded a full opportunity to be heard, to call, examine, and cross-examine witnesses, and to introduce relevant evidence. Since the close of the hearing, briefs have been received from Counsel for the General Counsel (General Counsel), counsel for the Employer, counsel for the Union, and counsel for the Charging Party. Upon the entire record,

and based upon my observation of the witnesses and consideration of the briefs submitted, I make the following:

Findings of Fact

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I. Jurisdiction

10 The Employer is a corporation with corporate headquarters in Kansas City, Missouri, and facilities throughout the United States including multiple facilities located in Oklahoma, and are engaged in the manufacture, distribution and non-retail sale of baked goods. In the course and conduct of its business operations the Employer annually purchases and receives at its Oklahoma facilities goods valued in excess of \$50,000 directly from points outside the State of Oklahoma, and sells and ships goods valued in excess of \$50,000 from its Oklahoma facilities directly to points outside the State of Oklahoma. It is admitted and I find that the Respondent
15 Employer is, and at all material times has been, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Labor Organization Involved

20 It is admitted, and I find that the Union is and at all times material herein has been a labor organization within the meaning of Section 2(5) of the Act,

III. Alleged Unfair Labor Practices

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A. Issues

The principal issue in this proceeding is whether the Union and Employer have discriminated against the Charging Party, Kirk Rammage, by agreeing to entail rather than dovetail his seniority with the Employer.
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B. Facts

35 The Union and Employer were parties to two separate collective bargaining agreements covering certain employees at various locations in Oklahoma. One contract, known as the Wonder/Hostess contract, extended from August 19, 2001 through August 19, 2006. This contract covered various classifications of employees, including sales department employees, known as sales representatives. The contract provides that departmental seniority shall prevail, *inter alia*, for selection of new jobs and for lay-off and recall. The contract further provides that

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In the event a route is eliminated, the Sales person affected shall be entitled to bid on the next open route in line of their seniority. In the event of route elimination, if the Route Sales person whose route is being eliminated has seniority, he/she shall be entitled to displace the Route Sales person with the least seniority, which shall in turn be entitled to displace the Sales person with the least seniority.
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The other contract, known as the Dolly Madison contract, covered only sales representatives, and extended from July 7, 2002 through November 5, 2005. This contract provides that, "Seniority from length of continued service with the company shall prevail..." *inter*

alia, for selection of new jobs and for lay-off and recall, and contains a similar, but not identically-worded seniority/bidding provision in the event of route elimination, namely, that the person whose route is being eliminated may bump the employee with the least seniority.

.5 Kirk Rammage, the Charging Party, has been a Dolly Madison sales representative for the Employer for nearly 15 years, beginning his employment prior to the time the Employer purchased Wonder Bread/Hostess. Rammage was based in Ponca City, Oklahoma, where he worked out of a Dolly Madison facility. Then, after the 1977 acquisition, for cost-saving reasons, he was moved to the Wonder Bread/Hostess warehouse in Ponca City. However, unlike the
10 other Ponca City Wonder Bread/Hostess sales representatives, he continued delivering and selling only Dolly Madison products. As a result first of anomaly and inadvertence, and then by choice, he was not included under either the Wonder/Hostess contract or the Dolly Madison contract: The three other sales representatives at Ponca City were covered under the
15 Wonder/Hostess contract and sold and delivered Wonder Bread and Hostess products but not Dolly Madison products; and the Dolly Madison contract covered sales representatives who sold only Dolly Madison products in various locations but not in Ponca City.¹

This arrangement was fine with Rammage, as he either was not interested in being represented by the Union or did not understand that he could have requested to be included in
20 a collective bargaining unit. He was considered by the Employer to be a non-union employee, and as the union contract did not apply to him he was given company benefits rather than the benefits required under the union contract. Rodney Roberts, a division manager and Rammage's supervisor, testified that the Employer was also happy with this state of affairs because of the greater flexibility it afforded the Employer in dealing with Rammage. And
25 apparently the Ponca City Wonder/Hostess sales representatives were not concerned with Rammage's situation, as Dolly Madison sales representatives were not included in their collective bargaining unit. Accordingly, neither Rammage, nor the Employer, nor the other Wonder/Hostess unit employees advised union representatives of Rammage's unique situation. Thus, over a period of many years, Rammage was not included within either unit.

30 Sometime prior to November, 2005, the Employer, for reasons of cost savings and efficiency, had decided to consolidate the routes so that all sales representatives would be delivering and selling all products, and there would be no differentiation between Wonder Bread/Hostess routes and Dolly Madison routes. In early November, 2005, Randy Campbell, President and Principal Officer of the Union, met with various representatives of the Employer to
35 discuss the matter and it was agreed that the Wonder/Hostess and Dolly Madison units would be merged. Accordingly, the Dolly Madison contract, which was set to expire, would not be renewed, and the Tulsa sales representatives under that contract would be dovetailed according to unit seniority with the Tulsa sales representatives under the Wonder/Hostess
40 contract which remained in effect.² It was also made known to Campbell that since the routes were being re-structured or consolidated, one Ponca City route was to be eliminated.

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¹ It appears that when the Union filed a petition to represent the Dolly Madison sales representatives it was not known that the Employer had a sales representative, Rammage, based in Ponca City. Therefore, the Union was certified as the collective bargaining representative of Dolly Madison sales representatives only in Tulsa and Muskogee.

² However, the Muskogee sales representatives under the Dolly Madison contract were transferred into a different local, Local 516, and were no longer represented by the Union.

During this discussion, according to Campbell, he was advised by Mike Stewart, Senior Manger, Labor Relations, of one sales representative, Rammage, who had not been included in either unit. As noted, prior to this occasion Campbell had not known that Rammage was even an employee. Both parties agreed that Rammage should be included within the merged unit, and his seniority placement within the unit was discussed. Although Rammage had no unit seniority, he had the most company seniority of any sales representative in Ponca City; indeed, the Employer considered him to be its best Ponca City employee. The Employer did not want to lose Rammage, and proposed that Rammage be dovetailed into the merged unit according to his company seniority as he had no unit seniority. Campbell refused, stated that the Union's duty of fair representation to the unit employees would be breached if this were allowed to occur, and insisted that Rammage's unit seniority begin on the date he became included within the unit, that is, that he be entailed.³ Believing that it could not prevail if the matter went to arbitration, the Employer agreed to entail Rammage.

The parties entered into a "Side Agreement" dated November 16, 2005, memorializing their agreement, *inter alia*, to dovetail the seniority of the unit employees. The side agreement did not mention the verbal agreement reached concerning Rammage.

Rammage testified that in mid-November, 2005, apparently after the parties had entered into the aforementioned November 16 "Side Agreement," he was told by Division Manager Roberts that the company and the union had decided to use "union seniority" for route bidding and vacation scheduling.

Rammage testified that in mid-December 2005, Roberts told him that the route of one of the Ponca City sales representatives, Terry Tyler, was to be eliminated and that Tyler had exercised his option to bump Rammage in accordance with "union seniority." Rammage asked Roberts to put that in writing, and Roberts did so as follows: ⁴

On Dec 19-2005 Because of Union Contracts you will loose (sic) your Route. The Company & the Union has (sic) decided to use Union Seniority for Route Bidding. Terry who has to (sic) Union Seniority & whose Route has been cut has decided to bump you & take your Route. You will be an extra man Running Vacations & Riding with other Route men [.]

After Roberts handed Rammage the note, Rammage asked Roberts to explain "why they can do this to me," and Roberts replied, according to Rammage, "because I was not in the Union."

Rammage continued working in Ponca City until about January 12, 2006. On that day Kirk Summers, Sales Manager, in the presence of Roberts, gave him the option of working as a sales representative out of the Bartlesville terminal if he wanted to have a job, and told him that he (Rammage) was one of his best men and he did not want to lose him. Rammage said he would talk with his wife about the offer.⁵ According to Rammage, Summers told him, "Two or three—gosh, it was four or five different times, he mentioned that I would have to join the

³ Rammage became a unit member on December 5, 2005, the date the two units were officially merged.

⁴ This document was received into evidence as General Counsel's Exhibit No. 11, but has not been included in the official exhibits. Therefore the wording of the document has been copied from the General Counsel's brief. There is no dispute regarding its accuracy.

⁵ Rammage did accept this position and is currently a unit employee working out the Bartlesville facility, requiring a commute of some 73 miles each way from his home in Ponca City.

Union.”⁶ Rammage again asked Summers, as he had asked Roberts, why this was happening to him, and Summers said it was because he was not in the Union. On cross-examination, asked whether Summers had told him to “go see” the Union rather than to “join” the Union, Rammage answered, “Absolutely not.”

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Rummage testified that he did not “fully understand” the “union stuff” that was being explained to him by Roberts and Summers, and kept asking why this was happening to him. During his conversation with Summers, Rammage claims that he still did not know he was a unit employee covered under the collective bargaining agreement, stating, “I did not know, at that time. I did not know what I had fallen under or nothing.” He stated that he never asked anyone if he was covered by any union agreement, and was never told by anyone that that he was covered by a union contract. In fact, he claims that until the discussion on the record at the instant hearing, he had not known that he was covered under the union contract. And when asked, “You do realize that it is possible to be represented by the Teamsters without joining the Teamsters,” Rammage replied, “Not fully, I do not understand it at all.”

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Summers testified that he had several conversations with Rammage about the matter, and that either during a conversation with Rammage on November 21, 2005, or a second conversation with Rammage on January 12, 2006, he told Rammage he would no longer be covered by the company benefits, but would be covered by the “Collective Bargaining” benefits, and further, that there would be no more deductions from his paycheck for the Employer’s 401(k) plan, as he would now be covered under the Union’s pension plan as contained in the contract.

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On January 12, 2006, Summers offered Rammage the position in Bartlesville, possibly repeating what he may have said on November 21, namely, that the position was covered by the benefits in the union contract, that he was no longer being covered by the company benefits, and that he would no longer be able to contribute to the company 401(k) plan. On direct examination Summers did not unequivocally deny he told Rammage he would have to join the union, but the substance of his testimony is that he was not supposed to tell employees this; rather his practice is to tell employees they must go down and talk to the Union, as required by the Union contract.⁷ However, on cross-examination, Summers, when asked whether it was his understanding that Rammage “needed to join the union,” and “had an obligation to join the union,” answered affirmatively, stating, “Because he was going to a job that was covered by the Collective Bargaining Unit.”

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Roberts, who testified briefly about this January 12, 2006 conversation between Summers and Rammage, also alluded to the fact that employees who become covered by the contract are told they need to see the Union. However, like Summers, Roberts did not unequivocally deny Rammage’ testimony that Summers told Rammage he needed to join the Union.

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⁶ The contract contains a maintenance of membership provision, requiring that “all present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment...”

⁷ Article 3 (A) of the contract provides: “Each newly hired employee will be sent to the Union Office before starting work, for an identification card which will be issued by the Union without obligation on the part of said applicant. “

Summers testified that various employees covered by the instant contract, who were initially in the bargaining unit, then became supervisors or managers for a period of time, and then returned to the bargaining unit, were not given seniority credit under the union contract for their tenure outside the bargaining unit and were required to be treated for seniority purposes as new unit employees as of the date they returned to the unit. This record evidence is unrebutted.

Rammage has not joined the Union, nor has he been sent by the Employer to the union office upon becoming covered by the collective bargaining contract, nor has he been approached by any union representative regarding the matter.

B. Analysis and Conclusions

The Union and Employer rely on *Riser Foods, Inc.*, 309 635 (1992). The Board states in *Riser* that “a union may lawfully insist on the entailing of new bargaining unit employees’ seniority when it is based on unit rather than union considerations.” (Footnote omitted.) In *Riser* the Board held, in a unit merger situation, that the union, having a duty of fair representation toward bargaining unit employees, did not violate the Act by dovetailing the seniority of employees it had represented in different units prior to the merger; and conversely, it had no such duty toward employees it had not formerly represented who became unit members as a result of the merger and were entailed. Further, the Board stated it did not matter when the union, by virtue of the merger, also acquired a duty of fair representation toward the formerly non-unit employees, because its treatment of these employees, i.e. relegating them as new unit employees to the bottom of the unit seniority list, “was not unfair or discriminatory and thus not unlawful.”⁸

The General Counsel in *Riser* argued that since the underlying collective bargaining agreements contained no language regarding placement of unit employees in unit merger situations, the union “was therefore obligated to treat all these employees [i.e. the formerly represented and unrepresented employees] the same” as having equal status as of the date of the merger. The Board found this argument to be without merit. The General Counsel in the instant matter makes a seemingly identical argument, maintaining that in the absence of specific contract provisions regarding placement of unit employees in merger situations, a “new unit” was formed as a result of the merger and all such new unit employees should have been treated the same. Relying upon the Board’s language in *Riser*, I similarly find this argument to be without merit.

The Charging Party asserts that by dovetailing the units the Union “abandoned the concept of protecting the integrity” of each of the distinct units it represented, and therefore “cannot argue that the entailing of Kirk Rammage was done for purposes of protecting the integrity of bargaining unit seniority.” While not entirely clear, it appears the Charging Party is arguing that the Union, by agreeing to dovetail the units, has compromised and in effect abandoned its duty of fair representation to the employees in each separate unit, and therefore

⁸ Citing *Riser* with approval, the Ninth Circuit in *McNamara-Blad v. Flight Attendants*, 275 F.3d 1165 (9th Cir. 2002), a case under the Railway Labor Act, states, at p. 1173:

Forc[ing] unions to protect the interests of any person who might become a bargaining unit member to the detriment of current bargaining unit members...would contravene the union’s statutory duty to protect the interests of its own bargaining unit members.

its insistence upon preferential treatment for these employees upon the merger of the units, to the detriment of Rammage, was no longer required of it as a “duty”; rather, its decision to entail Rammage should be viewed as a discriminatory act favoring union over non-union employees. In effect, the Charging Party’s argument seems to be another version of the General Counsel’s
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Local 507 clearly *fulfilled* its duty of fair representation toward both the Fisher and Seaway warehousemen by dovetailing their seniority when they were merged into the single Riser warehousemen unit, insuring that these employees retained their relative seniority. (Emphasis supplied)

The General Counsel, in distinguishing *Riser*, maintains that the Board’s analysis in *Riser* is premised on complaint allegations alleging that the union breached its duty of fair representation, but the complaint in the instant case advances a different theory, namely, discriminatory conduct against Rammage because of his non-union status. However, it is clear
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The General Counsel and Charging Party rely principally on *Whiting Milk Corporation*, 145 NLRB 1035 (1964), enf. denied 342 F.2d 8 (1st Cir. 1965). In *Whiting Milk* the Board seemingly held that it was unlawful in a unit-merger situation to enttail employees who were not formerly represented by any union, while dovetailing employees represented in different units by the same local union, a factual situation analogous if not identical to the instant facts. In a later case, however, the Board seems to obliquely overrule this holding by relying on the analysis in
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In *Hilton D. Wall*, another case upon which the General Counsel and Charging Party rely, the trial examiner, discussing *Whiting Milk*, relied upon the unlawfulness of the explicit contract provision in *Whiting Milk* that permitted dovetailing in merger situations with “another
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⁹ *Teamsters Freight Local No. 480 and Hilton D. Wall*, 167 NLRB 920 (1967), enf. 409. F.2d 610 (6th Cir. 1969), also sub. nom. *Potter Freight Lines*.

It follows that *Whiting Milk* was deemed by the Board in *IATSE Local 659* to be applicable to unit merger situations in which a union gave preferential treatment to employees of any union company regardless of whether the union owed those employees a duty of fair representation. The Board's holding in *Hilton D. Wall* is consistent with this analysis: Although there was no similar explicit contract language, the Board, affirming the analysis and conclusions of the trial examiner, found that employee Wall had been placed at the bottom of a merged seniority list because he had not formerly been a *union* employee, and not, as in the instant case, because he had not formerly been in a *unit represented by the union*.¹⁰

The General Counsel and Charging Party also rely upon *Woodland Farm Dairy Co.*, 162 NLRB 48, 49, fn. 2 (1966). This case is also inapposite. In *Woodland Farm* the Board found it was unlawful in a unit merger situation to discriminate against employees who had not formerly been "union members," namely, members of Local 869. In contrast, the Union herein insists that it subordinated Rammage's unit seniority not because Rammage was not formerly a union member, but because he was not formerly a unit member represented by the Union.

The General Counsel and Charging Party maintain that Division Manager Roberts' mid-December, 2005 note and concomitant statement to Rammage, and Sales Manager Summers' subsequent mid-January, 2006 statements to Rammage-- namely that Rammage had not been a member of the Union, that his seniority was subordinated because he had no union seniority, and by repeatedly advising Rammage that he would have to join the Union--reveal the Union's and Employer's true motivation in relegating Rammage to the bottom of the merged seniority list.¹¹ I disagree. There are no similar statements made by representatives of the Union to either the Employer's representatives or supervisors or to Rammage. Indeed, no representative of the Union has ever spoken to Rammage. Further, Rammage's status was agreed upon in November, 2005, during a meeting between representatives of the Union and Employer, and neither Roberts nor Summers were in attendance. At that meeting Union President Campbell insisted that Rammage be placed at the bottom of the seniority list because the Union had a duty of fair representation toward its current unit members who had accrued unit seniority as required by the two collective bargaining agreements. There is no record evidence that the Union has either said anything or done anything that could be deemed to be inconsistent with Campbell's express rationale for the Union's treatment of Rammage as a new unit employee. Additionally, it is significant that the Union has always been highly protective of continuous unit seniority and has required unit members, who had left the unit to take supervisory positions, to return to the unit at the bottom of the seniority list because they had forfeited their prior unit seniority.

¹⁰ The Board in *Riser* does not distinguish or even mention *Whiting Milk*, even though the administrative law judge in *Riser* extensively discusses that case, beginning at p. 660. Accordingly, it appears to the extent the Board's holding in *Whiting Milk* is inconsistent with *Riser*, the Board prefers its more current *Riser* analysis in such situations.

¹¹ The Employer maintains that Rammage was simply confused and admittedly did not comprehend what he was being told by Roberts and Summers, and therefore misunderstood Summers's remarks that he "see" or "talk" to the Union as a directive that he would have to "join" the Union. However, Rammage's insistence that he was told he would have to join the union was persuasive, and, as noted, both Roberts and Summers did not categorically deny Rammage's testimony in this regard. Accordingly, I credit the testimony of Rammage.

On the basis of the foregoing I find the Union has not violated Section 8(b)(1)(A) and (2) of the Act by insisting upon Rammage’s placement at the bottom of the merged seniority list, and, accordingly, I further find the Employer has not violated Section 8(a)(1) and (3) of the Act by agreeing to Rammage’s placement at the bottom of the merged seniority list. *Riser (supra)*.

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The complaint alleges as an independent violation the statements to Rammage by Supervisor Roberts and Sales Manager Summers that joining the Union was a requirement for continued employment. The applicable collective bargaining agreement contains a provision, Article 1, “Union Shop” requiring only that “present employees who are members of the Local Union...shall remain members of the Local Union in good standing as a condition of employment...”¹² Accordingly, Rammage, as a new unit employee, was not required to become a member of the Union. I therefore find, as alleged in the complaint, the Employer has violated Section 8(a)(1) of the Act by advising Rammage that he would have to join the Union as a condition of employment. See *Yellow Freight System of Indiana* (1999), 327 NLRB 996, 997, fn. 6; *Rochester Mfg. Co.*, 323 NLRB 260, 262, and fn. 8 (1997).

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On the basis of the foregoing, I find that the Employer has violated Section 8(a)(1) of the Act by advising Rammage that joining the Union was a requirement for continued employment.

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Conclusions of Law and Recommendations

1. The Respondent Employer is an employer engaged in commerce within the meaning of Section 2(2) (6) and (7) of the Act.
2. The Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The Respondent Union has not violated the Act as alleged.
4. The Respondent Employer has violated the Act only to the extent found herein.

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The Remedy

Having found the Respondent Employer has violated and is violating Section 8(a)(1) of the Act, I recommend that it be required to cease and desist therefrom and from in any other like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights under Section 7 of the Act. I shall also recommend the posting of an appropriate notice, attached hereto as “Appendix.”

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¹² In September 2001, Oklahoma amended its constitution to include a right-to-work provision, Okla. Const. Art XXXIII, Sec. 1A, prohibiting any person “ as a condition of employment or continuation of employment” to [p]ay any dues, fees assessments, or other charges of any kind or amounts to a labor organization.” However, the parties herein take the position that the applicable clause in the 2001-2006 Wonder/Hostess collective bargaining agreement, effective by its terms prior to the constitutional amendment, remained in effect during the term of that contract.

ORDER¹³

The Employer, Interstate Bakeries Corporation, its officers, agents, successors, and assigns, shall:

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1. Cease and desist from:

(a) Advising employees that joining the Union is a condition of employment.

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

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2. Take the following affirmative action, which is necessary to effectuate the purposes of the Act:

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(a) Within 14 days after service by the Region, post at its facilities covered by the 2001-2006 Wonder/Hostess contract copies of the attached notice marked "Appendix."¹⁴ Copies of the notice, on forms provided by the Regional Director for Region 17, after being duly signed by the Employer's representative, shall be posted immediately upon receipt thereof, and shall remain posted for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Employer to ensure that the notices are not altered, defaced, or covered by any other material.

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(b) Within 21 days after service by the Regional Office, file with the Regional Director for Region 17a 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, DC, October 31, 2006.

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Gerald A. Wacknov
Administrative Law Judge

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¹³ If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹⁴ If this Order is enforced by a judgment of the United States Court of Appeals, the wording 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 and 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 advise employees that joining the Union is a condition of employment.

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

INTERSTATE BAKERIES CORPORATION
(Employer)

Dated: _____ By: _____
(Representative) (Title)

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 with any other material. Any questions concerning this notice or compliance with its provisions may be referred to the Board's office, 8600 Farley Street, Suite 100, Overland Park, Kansas 66212-4677, Phone 913-967-3000.