Clarke Manufacturing, Inc. *and* United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2-200. Case 30–CA–17472

February 20, 2008

DECISION AND ORDER

BY MEMBERS LIEBMAN AND SCHAUMBER

On April 10, 2007, Administrative Law Judge Karl H. Buschmann issued the attached decision. The General Counsel and the Union each filed exceptions and a supporting brief, and the Respondent filed answering briefs. Additionally, the Respondent filed cross-exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.[2]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Clarke Manufacturing, Inc., Milwaukee, Wisconsin, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Andrew S. Gollin, Esq., for the General Counsel.
Russ R. Mueller, Esq., of Glendale, Wisconsin, for the Respondent.
Ernest L. Dex, Sub-District Director, of West Allis, Wisconsin, for the Charging Party.

DECISION

STATEMENT OF THE CASE

KARL H. BUSCHMANN, Administrative Law Judge. This case was tried in Milwaukee, Wisconsin, on October 25, 2006. The charge was filed April 28, 2006, as amended on June 22, 2006, and the complaint was issued on July 28, 2006. The complaint alleges that the Respondent, Clarke Manufacturing, Inc., violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act) by prematurely declaring an impasse in bargaining, by unilaterally replacing the United Healthcare plan for its employees with a plan referred to as the Federated Plan #5677, and by presenting a "postfinal offer" proposing the elimination of the union-security provision and the elimination of the employees' pension plan, i.e., submitting regressive bargaining proposals. The Respondent filed a timely answer admitting the jurisdictional allegations in the complaint, as well as some of the factual aspects of the complaint, but denying the commission of any unfair labor practices.

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

FINDINGS OF FACT

I. JURISDICTION

Clarke Manufacturing, Inc. is a Wisconsin corporation engaged in the operation of a machine shop at its facility in Milwaukee, Wisconsin, where it annually sold and shipped goods and materials valued in excess of $50,000 directly to customers located outside the State of Wisconsin. The Company 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. The Union, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 2-200, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

For more than 20 years, the Union has been the exclusive bargaining representative of the following unit of the Respondent's employees:

> Production and maintenance employees of the Company, excluding office clerical, management and professional employees, and guards and supervisors.

The most recent of a series of collective-bargaining agreements was effective March 1, 2003, to February 28, 2006 (Jt. Exh. 1). In a telephone conversation in early January, Ernest Dex, union staff representative, requested Thomas Nelson, Respondent's president, to set dates for negotiations. By letter of December 15, 2005, the union representative demanded certain information from the Company and suggested several days in February for contract negotiation meetings (GC Exh. 2). Thereafter, the parties held eight negotiation sessions. The substance of the discussions during these meetings is contained in the notes taken by Dex, as supported by his testimony (GC Exh. 3). The testimony of Thomas Nelson about the same negotiations was brief and differed in only minor respects.

Attending the first meeting on February 21, 2006, as well as most subsequent meetings, were Thomas Nelson, president, and Russ R. Mueller, attorney, for the Company, Ernest Dex, union staff representative, Maria Favell, chief steward, and Ray Gnadt, an employee, for the Union. The parties discussed various issues, including the high cost of health insurance currently

[1] We affirm the judge's finding that the Respondent violated Sec. 8(a)(5) and (1) by submitting, without a tenable explanation, a regressive proposal to eliminate the collective-bargaining agreement's longstanding union-security provision. However, we find it unnecessary to pass on the judge's additional finding that the Respondent violated Sec. 8(a)(5) by submitting a regressive proposal to terminate participation in the Union's pension fund, as any such finding would be cumulative and would not materially affect the remedy.

[2] Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Members Liebman and Schaumber constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act.

in force, the Company's arrears in the employees' 401(k) plan and a date for the next meeting (GC Exh. 3). The Respondent submitted a contract proposal in the form of a 2-page document which incorporated by reference certain articles of the expired contract (Jt. Exh. 6). At some point, the Respondent stated that it was unable to meet for the next scheduled meetings during that week, because it needed to go over health insurance information (Jt. Exh. 6). The Union immediately accused the Respondent of committing an unfair labor practice. The Union presented a comprehensive contract proposal which dealt with most terms and conditions of employment. Of importance was its proposal to eliminate the "right to change" provision in article IV, section 6, under the heading "Medical-Hospital-Physician" of the expired contract (Jt. Exh. 1). Ernest Dex, staff representative of the Union, testified that the change was necessary, because the Union believed that all changes needed to be negotiated. The Union's position on that issue never changed during the subsequent negotiations.

The next meeting on February 24, 2006, dealt mainly with health care issues. The Respondent disclosed to the Union the costs incurred by the Company for the employee's benefits, including health insurance, pensions, 401(k), and wages (Jt. Exh. 9). The Respondent furnished the Union with the health care cost chart of the United Healthcare Plan and brought two representatives from a new insurance carrier, Federated Insurance Company, to present their plans (Jt. Exh. 10; GC Exh. 3). The Respondent's position was clear, that current health care costs were excessive and that the negotiations depended on an acceptable insurance policy.

The parties met for their third meeting on February 27, 2006, for an extended session lasting into the afternoon, where the Respondent presented additional and detailed information on the Federated Insurance Plan. The Respondent also offered a contract proposal for the renewal of the current agreement (Jt. Exh. 12). Attached to the proposal was a comprehensive medical plan known as Defined Reimbursement Plan #5677 offered by Federated Insurance. That plan differed from the existing health insurance plan, the United Healthcare Plan. According to the Union, the new plan was less advantageous for the employees and offered fewer benefits than the existing one. "There were higher deductibles, higher out of pocket expenses," as recalled by Union Representative Dex. The meeting ended with an agreement to extend the current agreement until March 20, 2006 (Jt. Exh. 14).

On March 20, 2006, the parties met for their fourth session. The parties continued to discuss the alternatives to the employees' medical insurance. The Union adhered to its position that the United Healthcare Plan be retained. The Respondent submitted more information to the Union about the Federated Defined Reimbursement Plan #5677. In the meantime, the Respondent had presented the Union in advance of the session with detailed information about the two health insurance plans, sending comparative charts showing monthly costs under the UHC plan and the proposed Federated plan (Jt. Exhs. 18–24). Also sent to the Union were detailed charts showing covered services, including deductible expenses and options, as well as prescription drugs. The Union indicated that the benefits offered by the Federated Plan #5671 were similar to those under the existing UHC plan, except that the "deductibles were somewhat higher than United Health and the out of pocket was somewhat higher," but the union representatives informed the Company that its proposal was not acceptable (Tr. 56). The Union proposed again that the "right to change" language be taken out of the contract. The Union requested a further extension of the existing contract. The Respondent refused to agree to another extension, and the Union stated that it would seek authorization to strike.

The parties met again on April 3, 2006, and resumed negotiations, even though the Union informed the Respondent that the employees had authorized a strike. According to Union Representative Dex, the Union had hopes to reach an agreement. Again, the main topic was health insurance. The Respondent presented the Union with a second complete proposal for renewal labor agreement (Jt. Exh. 27). Attached to the proposal was the Federated Insurance Plan #5677. The Respondent agreed not to make substantial changes in the level of health benefits and to discuss any changes with the Union before any changes, provided the Company had the right to change insurance carriers. The Company's proposal also reflected improvements on other terms, such as wages and grievance procedures. The Union responded orally with counteroffers on several issues. It insisted again on eliminating the "right to change" provision in the management-rights clause contained in article IV, section 6.

The sixth meeting was held on April 6, 2006. Initially, the parties discussed the grievance procedure. The Respondent also indicated that it needed a loan to cover the Company's obligation under the health insurance plan for the employees' $2000 deductible amounts. The Union expressed acceptance of the new insurance plan, provided that the 77- to 23-percent ratio in premiums in favor of the employees and the current benefits would be retained. The Union emphasized again the importance of eliminating the "right to change" language of the old contract to ensure that the Company would not change any benefits. The Respondent presented its final offer for renewal of labor agreement, which contained better and enhanced terms, especially an increase in wages and an improved split on health care. The Respondent expressed hope that the Union would submit the package to its membership for approval (Jt. Exh. 31). Instead the Union requested additional information about the effects of the overtime proposal on the employees and the Company's cost of the final proposal, and promised to examine the Company's final offer and submit a counteroffer. The Respondent showed the Union a monthly cost comparison for each employee under the two health insurance plans (Jt. Exh. 30).

The Union failed to receive the Respondent's letter of April 11, 2006, containing the cost calculation for the first year of the Company's final offer, the information requested by the Union (Jt. Exh. 33). The Respondent sent the letter again on April 20, 2006. It not only provided the information, but also stated that any counterproposal by the Union greater than the Respondent's final offer would underscore the current impasse in the negotiations. It advised the Union that Federated had offered a reduction in rates, effective May 1, 2006, which would not be extended to June 2006 (Jt. Exh. 36).

By letter, dated April 17, 2006, the Respondent explained its reasons for asking the Union's acceptance of the offer, stating as follows (Jt. Exh. 34):

> This is to request the Union's approval of the Implementation of the Federated Defined Reimbursement Plan #5677, effective on May 1, 2006, as a substitute for the UHC Plan.

In response, the Union informed the Respondent by letter of April 21, 2006, that "the Union is not interested in agreeing to implement the Federated Defined Reimbursement Plan #5677 effective May 1, 2006," that the Union needed additional information for further negotiations, including insurance, and that the Company's position to retain "the right to change" insurance benefits during the life of the contract amounted to "an unfair labor practice and a violation of the National Labor Relations Act" (Jt. Exh. 38).

The Respondent provided the Union with additional information and informed the Union by letter of April 21, 2006, that it would implement the Federated Defined Reimbursement Plan #5677, effective May 1, 2006, in lieu of the insurance plan by United Health Care (Jt. Exh. 37). The letter stated:

> This implementation is made pursuant to the existing impasse in the negotiations for terms of a renewal labor Agreement and as a result of the Union's refusal to approve the same, which refusal was communicated in yesterday's telephone conversation.

The letter stated five reasons for the "impasse in the negotiations," among them the Union's insistence to delete "the right to change language," and to condition its acceptance of the health plan on that proposal, the Union's position to increase costs in areas other than wages and the Union's proposal to require information to be submitted to the International Union.

A comparison between the two insurance plans shows that the benefits offered to the employees were substantially similar. In any case, the Respondent implemented the Federated plan on May 1, 2006, based on the impasse in the negotiations.

The Company also sent a letter, dated April 24, 2006, to the Union in response to the Union's April 21 letter, in which the Union accused the Respondent of violating the Act. The Respondent stated that its rejection of the Union's proposal to eliminate the "right to change "provision in article IV, section 6 of the prior agreement did not amount to an unfair labor practice, but that the Union's insistence to reverse its prior waiver on the subject contributed to the existing impasse in the negotiations (Jt. Exh. 39).

The parties did not meet for several weeks. But in a letter, dated May 22, 2006, to the Respondent, the Union requested dates in order to resume contract negotiations, suggesting June 7 or 8, 2006 (GC Exh. 4). The parties met on June 8, 2006. The Union presented a counterproposal to the Respondent's final offer. The Respondent also made a proposal, entitled statement of position in which the Company explained why the pension fund was a bad investment which should be terminated and why the union-security provision, requiring union membership, should be cancelled (Jt. Exh. 40). The Respondent also presented a "Post-Final Offer Negotiation Proposal," dealing with leave of absence, check-off, a 401(k) plan, and a union pension fund, known as the PIUMPF plan (Jt Exhs. 41–44). The Union considered the proposal as regressive, accused the Company of bargaining in bad faith, and asked whether it was looking for a strike. The Respondent promised that it would respond to the Union's counterproposal and agreed to meet again on June 19, 2006.

The next and final meeting was held on June 19, 2006. The Respondent provided the Union with a postfinal offer, containing 14 specific provisions dealing with pay, hours of work, 401(k) plan, vacations, leave of absence, pension fund, and other terms of employment (Jt. Exh. 45). For example, the Respondent increased the first year's wages. Except for the specific provisions enumerated in the postfinal offer, the proposal stipulated that the terms of the expired contract would remain the same. The Respondent asked for the Union's reaction. But the Union again requested more information in order to make an informed response. The Company indicated that it was not interested in a counterproposal, because it needed to get on with its other business, including getting sales and production.

In sum, the parties held eight meetings from February 21, to June 19, 2006, in order to negotiate a contract. Each side made concessions on terms and conditions of employment. From the outset, the Respondent provided extensive and exhaustive information to the Union on what the Company considered the most important issue, namely medical insurance for the employees. Only after the Union had repeatedly rejected the Company's proposal to change insurance plans from United Health Care to the Federated Plan #5677, did the Company implement the plan based on the assumption that the negotiations had reached an impasse. Another point of contention beginning with the first meeting on February 21, 2006, was the Union's insistence that the "right to change" language which had been in all prior contracts between the parties be deleted. This proviso had been part of article IV, section 6, entitled "Medical-Hospital-Physician," and provided in substance that the Company had the right to change insurance carriers and the means of providing benefits, including the level of benefits, without causing a substantial lowering of benefits and without prior notice to the Union (Jt. Exh. 48).

Analysis

The complaint alleges that the Respondent failed and refused to bargain in good faith in violation of Section 8(a)(1) and (5) of the Act by proposing to replace the United Healthcare Plan with the Federated Plan #5677, declaring an impasse in bargaining for a successor agreement, by implementing the Federated Plan, and by proposing in its "postfinal offer" the elimination of the union security provision and the employees' pension benefit plan. The General Counsel argues that the Respondent failed and refused to bargain in good faith by (1) prematurely declaring an impasse in the negotiations, (2) unilaterally changing health insurance plans and implementing its Federated Plan #5677, and (3) by submitting regressive proposals. The Respondent counters and refers to a deadlock generated by the Union's inflexible and uncompromising positions, especially the demand to eliminate the "right to change" language, and the

refusals to approve the change in insurance plans, all of which made a continuation of any further discussions hopeless.

The record, as summarized above, is not in dispute. Two factors changed the dynamics of the parties' longstanding bargaining relationship, first, the health insurance issue, and second, the change in management involving Tom Nelson as the new president. As to the former, the record shows that the Company struggled with the health insurance plans, and made it clear from the inception of the negotiations that medical insurance would be a deciding factor. It invited the Union at the outset to participate and to get involved, providing the Union with all relevant information, such as cost comparisons and charts showing the insurance coverage for each employee and more. The Company invited representatives from a new insurance carrier under consideration to explain the benefits. Indeed, the Respondent had included the Union from the outset in its selection process of other insurance companies to provide the employees with adequate, but lower cost health benefits. The Union was not impressed, although receptive at one point during the fifth meeting, it subsequently rejected the Company's offer to accept the new plan, even though the benefits were substantially the same under either plan.

The other concern which affected the negotiations was the Union's distrust of Tom Nelson, the new president. In his brief, the General Counsel frankly stated that the Union was so concerned about the new president that it decided "to propose more explicit, limiting language for the new contract" by insisting to eliminate the "right to change" language from the agreement which would have authorized the Respondent to change insurance carriers so long as the benefits remained substantially the same. The General Counsel conceded that the Union wanted that proposal, and that it was important to the Union. Clearly, the Union never conceded its position on that issue.

In all other respects, the Respondent did not appear to be evasive, dishonest, or uncooperative. It gave no indication to the Union that it was not interested in reaching an agreement. To the contrary, the Union unjustly accused the Company repeatedly with engaging in unfair labor practices, and threatened to strike at a time when such a threat was unjustified. In spite of a confrontational demeanor by the Union, the Respondent agreed to meet at reasonable times and for reasonable durations to negotiate. It made significant concessions in its proposals on economic issues to meet the Union's demands. I cannot find fault with the Respondent's manner of bargaining, with one important caveat, the regressive proposals at the June 8, 2006 meeting.

It is well settled that an employer's unilateral changes during the course of a collective-bargaining relationship concerning mandatory subjects of bargaining is unlawful. Health insurance is a recognized subject of bargaining. Recognized exceptions to an employer's unilateral action are those instances where an impasse is reached or where a waiver can be established. Here, under the terms of the expired contract, namely the "right to change" language, the Union had waived its right to bargain over the employer's right to change insurance plans. However, the Board has held that such a waiver does not survive the expired contract. And the record does not show whether the Respondent relied on that waiver of the expired contract. The issue is whether the parties have reached a lawful impasse. *Paperworkers v. NLRB,* 981 F.2d 861 (6th Cir. 1992). In other words, a party which prematurely declares an impasse and makes unilateral changes in health care coverage violates the Act. *Torrington Extend-A-Care Employee Assn. v. NLRB*, 17 F.3d 580 (2d Cir. 1994); *CBC Industries*, 311 NLRB 123 (1993). Whether or not an impasse is reached is a question of various factors. *Taft Broadcasting Co.,* 163 NLRB 475 (1967). In *NLRB v. Triple A Fire Protection, Inc.*, 136 F.3d 727, 738 (11th Cir. 1998), the court stated as follows:

> The determination of impasse involves an inquiry into "a myriad of circumstances," including (1) the background and relationship of the parties, (2) their willingness to negotiate, (3) the extent and frequency of bargaining, (4) the integrity of the bargaining, and (5) the good or bad faith of the parties.

Applying that test to the instant situation, I find that the declaration of the impasse was not unlawful. Here, the parties had a well established and successful bargaining relationship, as exemplified by a series of collective-bargaining agreements. Dex testified that Robert Nelson, the Company's past president, was tough but fair, and that he had a cordial relationship with him. As already observed, the Union was not convinced that his son, Thomas, was of equal caliber. Nevertheless, the course of the negotiations do not justify the Union's changed attitude vis-à-vis this Employer.

The second element, the parties' willingness to negotiate, is shown by the Respondent's cooperation in agreeing to set dates and in attending meetings. Both parties presented proposals based on the expired contract and made concessions. The Respondent furnished detailed information, especially on the health insurance plan, and gave serious consideration to the Union's proposals.

Unlike the circumstances in *Triple A Fire Protection*, *Inc.,* supra*,* where the respondent attended only one negotiation session, here the Company attended a total of eight meetings, and declared the impasse after the sixth meeting. The record does not show that the Respondent rejected the Union's invitation to meet even after May 1, 2006, when the Respondent had implemented the new insurance plan.

The fourth criterion, the integrity of the bargaining, was shown by the sincerity of the parties in attempting to arrive at an agreeable solution to the problems. There is no dispute that the Respondent was faced with increasing cost of the existing health plan, and tried to involve the Union from the outset in the negotiations, by supplying financial information, by presenting insurance representatives, and by making significant concessions. Significantly, the Respondent acted honestly and kept the Union informed at all stages, even though the Union accused the Company of bad faith and threatened a strike.

Finally, as to the good faith of the parties, the General Counsel faults the Company for overemphasizing the insurance issue at the expense of other outstanding issues. To be sure, the parties could have come to an agreement on a few other outstanding issues, such as life and sickness insurance, the pension plan, the elimination of the management-right clause, and other, more minor matters. But it is also clear that the parties were deadlocked on two issues and unable to overcome their differ-

ences. At one point the Union had indicated its acceptance of the new Federated Health Plan after the Company had agreed to substantially identical benefits of the existing UHC plan. But the Union changed its position and rejected the Company's request to accept the proposal. The record suggests that the Union conditioned its acceptance on the elimination of "the right to change" language. That issue was never resolved, although the parties had come close to an agreement at one point on the health plan. The parties resumed negotiations with revised proposals on two occasions, but were unable to overcome their fundamental differences and remained deadlocked. *Bottom Line Enterprises,* 302 NLRB 373 (1991), enfd. 15 F.3d 1087 (9th Cir. 1994).

Mindful that parties deadlocked on certain issues are not free to implement, unless an overall impasse is reached, I am convinced that further meetings would not have been productive. Here, any further negotiations were futile, because the parties were simply unable to resolve the fundamental issues and any agreements on other issues would not, in my opinion, have resolved the impasse.

I accordingly find that the evidence does not indicate that the Respondent declared the impasse prematurely and I find that the unilateral implementation of the Federated Plan did not violate the Act. I would therefore dismiss those allegations in the complaint.

However, I agree with the General Counsel that the Respondent violated the Act after the parties had resumed negotiations at the behest of the Union. By submitting regressive proposals, the Respondent did not bargain in good faith. The Respondent admits that it presented four proposals at the last negotiation session on June 8, 2006, among them the proposal to terminate the pension plan, and the union security provision. In its post-final offer, dated June 8, 2006, the Respondent proposed that upon ratification by the employees of the renewal labor agreement, "the Company's participation in Pension Fund will be terminated" (Jt. Exh. 42). And the other proposal states that employees do not have to be a member of the Union. Clearly, those provisions would have changed two important and long-standing terms of employment.

The Company's explanation that it considered to make the pension fund issue as an initial proposal, because it is in financial trouble seems like an afterthought and clearly designed to undermine the bargaining relationship. The Respondent's demeanor was also inconsistent with its earlier dealings involving the health plan, where the Company gave advanced notice and kept the Union fully informed. With regard to the union-security issue, the Company referred to certain antiunion sentiment expressed by employees earlier in the year to a supervisor. Again, the Respondent's explanation seems contrived and far-fetched. Even if true, it was out of place at that juncture to present an issue designed to undermine the Union's position. The Respondent offered no evidence to support its explanations. The law is clear: "Where the proponent of a regressive proposal fails to provide an explanation for it, or the reasons appears dubious, the Board may weigh that factor in determining whether there has been bad-faith bargaining." *Mid-Continent Concrete*, 336 NLRB 258, 260 (2001). On that basis I find that the Respondent failed to bargain in good faith.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. The following employees of the Respondent constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> Production and maintenance employees of the Company, excluding office clerical, management, and professional employees, and guards and supervisors.

4. By submitting regressive proposals during the negotiations without sufficient explanations, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) of the Act.
5. The unfair labor practices found above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Having found that the Respondent failed to bargain in good faith with the Union by making regressive proposals during the negotiations, the Respondent must be ordered to cease and desist and be ordered to bargain in good faith with the Union as the collective-bargaining representative of the unit employees. On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[1]

ORDER

The Respondent, Clarke Manufacturing, Inc., Milwaukee, Wisconsin, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Making regressive proposals in terms and conditions of employment during the negotiations without sufficient explanations.

(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.

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

(a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> Production and maintenance employees of the Company, excluding office clerical, management and professional employees, and guards and supervisors.

[1] 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.

(b) Within 14 days after service by the Region, post at its facility in Milwaukee, Wisconsin, copies of the attached notice marked "Appendix."[2] Copies of the notice, on forms provided by the Regional Director for Region 30, 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. 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 June 8, 2006.

(c) 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.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

[2] 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 make regressive proposals in terms and conditions of employment during the negotiations without sufficient explanations.

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 representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

Production and maintenance employees of the Company, excluding office clerical, management and professional employees, and guards and supervisors.

CLARKE MANUFACTURING, INC.