

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604



Office of the Clerk
Phone: (312) 435-5850
www.ca7.uscourts.gov

FINAL JUDGMENT

February 3, 2021

Before:

DIANE P. WOOD, Circuit Judge

No. 20-3483	NATIONAL LABOR RELATIONS BOARD, Petitioner v. BADGER PACKAGING CORPORATION, Respondent
Originating Case Information:	
Agency Case Nos: 18-CA-248224, 18-CA-256426 and 18-CA-257051 National Labor Relations Board	

Upon consideration of the **APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD**, filed on December 22, 2020, by counsel for petitioner,

IT IS ORDERED that the application for summary enforcement is **GRANTED** and the attached judgment is **ENFORCED**.

NATIONAL LABOR RELATIONS BOARD

v.

BADGER PACKAGING CORPORATION

ORDER

Badger Packaging Corporation, West Bend, Wisconsin, its officers, agents, successors, and assigns shall:

1. Cease and desist from
 - (a) Failing and refusing to bargain with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its Local 2-00598, as the exclusive collective-bargaining representative of the employees in the bargaining unit.
 - (b) Unilaterally changing the terms and conditions of employment of its unit employees.
 - (c) Failing and refusing to continue in effect all the terms and conditions of the collective-bargaining agreement by failing to make required benefit fund contributions.
 - (d) Refusing to bargain collectively with the Union by failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of the Respondent's unit employees.
 - (e) 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 terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All regular full-time and regular part-time employees employed by the Employer in the following classifications: Flexo Folder Glue

Operator, Flexo Folder Glue Helper, Printer/Slotter Operator, Printer/Slotter Helper, Rotary Die Cutter Operator, Rotary Die Cutter Helper, Autoplaten Operator, Autoplaten Helper, Die Mounter, Finishing Operator, Bander Operator, Shipping/Dispatch, Material Handler, Truck Driver, Maintenance, Maintenance Helper, and Lead Man Adder.

- (b) Before implementing any changes in wages, hours, or other terms and conditions of employment of bargaining unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of unit employees.
- (c) Rescind the changes in the terms and conditions of employment of its unit employees that were unilaterally implemented about April and June 2019.
- (d) Continue in effect all the terms and conditions of employment contained in its collective-bargaining agreement effective September 1, 2017, to August 31, 2019 as extended.
- (e) Make the Union whole by remitting to the International Union dues that were deducted from unit employees' paychecks but not remitted from April 2019 until the expiration of the collective-bargaining agreement as extended, with interest, in the manner set forth in the remedy section of this decision.
- (f) Return to employees any dues deducted but not remitted to the Union after the expiration of the extended contract, with interest, in the manner set forth in the remedy section of this decision.
- (g) Make whole its unit employees by making all contractually required benefit fund contributions that have not been made since June 2019, pursuant to the 2017 - 2019 collective-bargaining agreement as extended, with interest, in the manner set forth in the remedy section of this decision.
- (h) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the Respondent's failure to remit dues and make benefit fund contributions, with interest, in the manner set forth in the remedy section of this decision.
- (i) Compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum back-pay awards, and file with the Regional Director for Region 18, within 21 days of the date the amount of back-

pay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

- (j) Furnish to the Union in a timely manner the relevant and necessary information requested on May 15 and August 26, 2019.
- (k) 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.
- (l) Post at its West Bend, Wisconsin facility copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 18, 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, 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.
- (m) Within 21 days after service by the Region, file with the Regional Director for Region 18 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 bargain with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Local 2-00598 (collectively "the Union"), as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT change your terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT fail and refuse to continue in effect all the terms and conditions of the collective-bargaining agreement by failing to make required benefit fund contributions.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our 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:

All regular full-time and regular part-time employees employed by us in the following classifications: Flexo Folder Glue Operator, Flexo Folder Glue Helper, Printer/Slotter Operator, Printer/Slotter Helper, Rotary Die Cutter Operator, Rotary Die Cutter Helper, Autoplaten Operator, Autoplaten Helper, Die Mounter,

Finishing Operator, Bander Operator, Shipping/Dispatch, Material Handler, Truck Driver, Maintenance, Maintenance Helper, and Lead Man Adder.

WE WILL, before implementing any changes in wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL rescind the changes in your terms and conditions of employment that were implemented about April and June 2019.

WE WILL continue in effect all the terms and conditions of employment contained in the collective-bargaining agreement effective September 1, 2017, to August 31, 2019 as extended.

WE WILL remit to the International Union dues that were deducted from your paychecks pursuant to valid dues checkoff authorizations and that have not been remitted from April 2019 until the expiration of our collective-bargaining agreement as extended, with interest.

WE WILL return to you union dues that we deducted from your paychecks but did not remit to the Union after the collective-bargaining agreement as extended expired, with interest.

WE WILL make you whole for your loss of earnings and other benefits suffered as a result of our unlawful cessation of dues remittance to the Union and contractually required benefit contributions, with interest.

WE WILL compensate affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 18, 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.

WE WILL furnish to the Union in a timely manner the relevant and necessary information requested on May 15 and August 26, 2019.

BADGER PACKAGING CORPORATION

The Board's decision can be found at www.nlr.gov/case/18-CA-248224 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.

