

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Menard, Inc. and Midwest Manufacturing, a single employer

**Cases 18-CA-165808,
18-CA-167124,
18-CA-167243**

Subject to the approval of the Regional Director for the National Labor Relations Board, Menard, Inc. and Midwest Manufacturing, a single employer (herein the Charged Party) and OPEIU Local 153 and Janet Payne, an individual (herein the Charging Parties) **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places, including all places where Charged Party normally posts notices and announcements to employees, at each of its retail locations, distribution centers, and Midwest Manufacturing facilities nationwide. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

Within 5 business days of signing this settlement agreement, and prior to the approval of this settlement agreement by the Regional Director, the Charged Party will provide the Region with the address of every location where the Notice will be posted and also indicate which additional languages, if any, the Notices should be written in for each location.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at in a conspicuous place on its homepage and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will send an e-mail to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site, in the event it is necessary to check the electronic posting, as well as a screenshot of the intranet page where the Notice is posted.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

By entering into this Settlement Agreement, the Charged Party waives all rights it may have under the Equal Access to Justice Act, Public Law 96-481, 94 Stat. 2325.

The Charged Party's arbitration program does not violate the Act as it relates to individual claims.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

AJ
4-27-16

PARTIES TO THE AGREEMENT — If either of the Charging Parties fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.


Yes _____ No _____
 Initials Initials

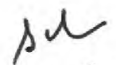
PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees and Members, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees and Members. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Parties did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

AL
4-27-16

Charged Party Menard, Inc. and Midwest Manufacturing, a single employer		Charging Party #1 Office & Professional Employees International Union, Local 153	
By: Name and Title	Date	By: Name and Title Seth Goldstein, Local 153, Business Rep 	Date 4-27-16
Recommended By: JESSICA M. GIBSON, Field Examiner	Date	Approved By: Regional Director, Region 18	Date
Charging Party #2 Janet Payne, an individual			
By: Name and Title	Date	Seth Goldstein, Esq. 	
Recommended By: JESSICA M. GIBSON, Field Examiner	Date	Approved By: Regional Director, Region 18	Date


4-27-16

(To be printed and posted on official Board notice form)

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, WE HAVE AGREED TO HEREBY NOTIFY AND ASSURE YOU THAT WE WILL FULLY RESPECT EMPLOYEE RIGHTS UNDER THE ACT. ACCORDINGLY, WE WILL NOT CONDONE OR TOLERATE ANY CONDUCT BY OUR AGENTS/REPRESENTATIVES WHICH DOES NOT COMPLY WITH THE PROVISIONS OF THIS NOTICE. MORE SPECIFICALLY,

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with your employer 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 do anything which interferes with, is a reprisal for, or which coerces or restrains you regarding these rights. More specifically,

YOU HAVE the right to discuss wages, hours, working conditions, and other terms and conditions of employment with your co-workers and other people outside our Company for the purpose of mutual aid or protection, and **WE WILL NOT** maintain rules or provisions in our Team Member Information Booklets or in any other policies which tell employees the following:

- “Team Members are prohibited from soliciting other Team Members or guests for any purpose including, but not limited to, memberships, subscriptions, pools, gifts and charities in work areas at any time.”
- “The following is a partial list of actions which could result in disciplinary action...
 - ...Engaging in solicitation or distribution while performing work duties or while other Team Members are in work areas...
 - ...Unauthorized use of company-owned computers for any reason other than company business...”
- “Menards [and Midwest Manufacturing] expects, however, that each individual will protect company information and avoid undue outside influence upon decisions or actions as related to their work. In all business associations both inside and outside Menards [and Midwest Manufacturing], the individual Team Member should not permit themselves to be placed in a dual interest position or conflict between self-interest and integrity...It is your responsibility as a Team Member to review any activities that you feel might result in a conflict of interest. Your manager, in turn, will review the case with the appropriate people and provide you with a decision.”

SL
4-27-16

- Menards Values include being a Team Player and an employee should “Promote constructive conflict and debate without antagonism” and “Support team decisions and Menards as a whole”

WE WILL NOT, in the Merit Pay Eligibility Notice or any other document, indicate to you that wages or merit pay increases are confidential;

WE WILL NOT, in the Merit Pay Eligibility Notice or any other document, indicate that you may be denied a merit pay increase for having a “Questionable Attitude” or because you “Gossip[.]”

WE WILL NOT tell you in employment agreements/arbitration agreements or in any other documents that records and policy matters related to “personnel,” “management,” and “operations” are considered confidential and cannot be disclosed;

WE WILL NOT tell you in employment agreements/arbitration agreements or in any other documents that you must first bring any problems, claims, and disputes related to your employment to your supervisor as explained in the Team Member Relations section of the Team Member Information Booklets.

WE WILL NOT maintain a mandatory arbitration program that our employees reasonably would believe bars or restricts their right to file charges with the National Labor Relations Board;

WE WILL NOT maintain and/or enforce a mandatory arbitration program which requires our employees, as a condition of employment, to waive the right to maintain class or collective actions in all forums, whether arbitral or judicial;

If a former employee seeks to engage in class action or class arbitration, **WE WILL NOT** rely on any waiver language signed by him/her or compel him/her to arbitrate or file his/her claim individually;

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 rescind the current and all previous versions of the Team Member Information Booklets;

WE WILL remove or make lawful modifications to the provisions in our current Team Member Information Booklets or any other policies listed above and **WE WILL** provide you with a copy of the revised Team Member Information Booklet once those changes have been made;

WE WILL remove the references in the employee agreements/arbitration agreements to “personnel,” “management,” and “operations” being considered confidential information which cannot be disclosed;

SL
4-27-16

WE WILL modify the Remedy section of the employee agreements/arbitration agreements to make it clear that employees are not required to go to their supervisor with problems, claims, and disputes;

WE WILL revise the arbitration provision in all of its forms to make clear that the arbitration program does not constitute a waiver of your right to maintain employment-related joint, class, or collective actions in all forums, and that it does not restrict your right to file charges with the National Labor Relations Board; and

WE WILL notify all current and former employees who were employed at any time during the period of June 1, 2015 to present who were required to sign or otherwise become bound to the mandatory arbitration program in all of its forms that the arbitration program has been revised and **WE WILL** provide them with a copy of the revised program.

**Menard, Inc. and Midwest Manufacturing, a single
employer**

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

Federal Office Building
Minneapolis, MN 55401-2657

Telephone: (612)348-1757
Hours of Operation: 8 a.m. to 4:30 p.m.

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.

sd
4-27-16