

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

MikLin Enterprises, Inc. – Case 18-CA-19551

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE. — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. 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, or other electronic means, if the Charged Party customarily communicates with its employees [members] by such means. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notice to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

READING OF NOTICE – Within 14 days after service by the Region, the Employer will hold a meeting or meetings, scheduled to ensure the widest possible attendance, at which the attached notice will be read to the employees by the Board agent in the presence of Employer's owner or by Employer's owner.

NON-ADMISSION CLAUSE – By entering into this Informal Settlement Agreement, the Employer does not admit to violating the National Labor Relations Act as alleged, and approval by the Regional Director does not constitute a determination that the Employer has violated the Act.

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

BACKPAY — Within 14 days from approval of this agreement the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee.

DANIEL VAN LAEGER : actual wage increase per hour X hours worked since 9/30/10

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the Acting General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the Acting General Counsel or are readily discoverable. The Acting 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.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the Acting General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

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 Acting General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the Acting General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

ADDITIONAL SETTLEMENT TERMS – The additional terms of this settlement are attached hereto as Exhibits A, B and C.

MikLin Enterprises, Inc.		Industrial Workers of the World, Twin Cities General Membership Branch		
By:	Name and Title	Date	By Name and Title	Date
Recommended By:		Date	Approved By:	Date
Board Agent			Regional Director, Region 18	

Additional Settlement Terms
MikLin Enterprises – Case 18-CA-19551

The following items also constitute terms of the Informal Settlement Agreement.

1. The reference to “compensation data” in Section 42 of the Employer’s Employee Handbook will be removed.
2. The parties hereby agree that as part of this Informal Settlement Agreement that they will enter into a Stipulation to Set Aside Election. (Ex. B)
3. The Employer will distribute the attached memo clarifying its wage increase policy during and following the critical period, along with the first paycheck following approval of this Informal Settlement Agreement. (Ex. C)

Mik Lin Enterprises, Inc., Employer

Name

Date

Industrial Workers of the World,
Twin Cities General Membership Branch, Union

Name

Date

Ex. A

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18

MikLin Enterprises, Inc.,

Employer

and

Case: 18-RC-17729

Industrial Workers of the World,
Twin Cities General Membership Branch,

Petitioner.

STIPULATION TO SET ASIDE ELECTION

The parties hereto entered into a Stipulated Election Agreement approved by the Acting Regional Director on September 28, 2010. An election was thereafter conducted on October 22, 2010, and the Petitioner timely filed objections to the election. The Regional Director caused an investigation to be made concerning certain of said objections. The undersigned parties hereby stipulate and agree as follows:

1. The Employer and the Petitioner agree that the election conducted on October 22, 2010 be set aside and therefore the results of the election are null and void.
2. The Employer and the Petitioner hereby waive the right to: (a) submit any further evidence pertaining to the objections to the election held on October 22, 2010; (b) a Report to the Board on said objections; (c) a hearing on said objections; (d) a Report and Recommendation on said objections; (e) except to any such Report and Recommendation on said objections; (f) a Decision and Order by the Board on said objections; (g) all other proceedings concerning said objections and the election held on October 22, 2010 to which they may be entitled under the Act or the Rules and Regulations of the Board.
3. The Employer and the Petitioner agree that after the expiration of the 60-day posting period, should the Union wish to proceed to an election within 18 months from the date of the approval of this Stipulation to Set Aside Election and the Informal Settlement Agreement of which it is part, the Union will file a petition for an election among employees in the unit described in the petition for election in Case 18-RC-17729 and the Employer will agree to conduct an election within 30 days from the date of filing of the petition unless postponed, cancelled or rescheduled for reasons unrelated to the unit composition or description as set forth in Case 18-RC-17729. The Union shall submit a showing of interest among then-current employees in the petitioned-for unit. The current critical period will expire upon execution of this Stipulation to Set Aside Election. A new critical period will commence from the date of filing of a new petition. The terms of the election will be decided with input from the parties.
4. The Employer and the Petitioner agree that within seven days following the issuance of the Notice of Rerun Election, the Employer shall file with the Region 18 office a list of the full names and addresses of the employees eligible to vote in the rerun election.
5. The Employer and the Petitioner agree that the Notice of Election for the rerun election will explain that it is a rerun of the election held on October 22, 2010.

6. It is understood and agreed by the Employer and the Petitioner that all procedures subsequent to the conclusion of the counting of the ballots in the rerun election shall be in conformity with the Rules and Regulations of the Board, and in accordance with the terms and provisions of the Stipulated Election Agreement as previously approved by the Acting Regional Director.
7. The Union hereby withdraws the pending petition in Case 18-RC-17729.

MikLin Enterprises, Inc.

(Employer)

Industrial Workers of the World,
Twin Cities General Membership Branch

(Petitioner)

Recommended:

Date Approved: _____

(Board Agent)

Regional Director
National Labor Relations Board

Exhibit B

This memo is intended to clarify MikLin Enterprises, Inc.'s, policy regarding wage increases in the face of a union organizing campaign. During the critical period of a union organizing campaign, we will continue to grant wage increases on the same basis as if no organizing campaign were under way. In other words, the granting of wage increases will be unaffected by union organizing.

Ex. C

NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

As you may know, the Union, Industrial Workers of the World, Twin Cities General Membership Branch, filed charges with the National Labor Relations Board alleging that we have violated the National Labor Relations Act. That charge has been investigated and settled. As part of the Settlement Agreement, we have agreed to post 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 tighten, more strictly enforce, or adopt work rules or policies in retaliation for employees' union or other concerted protected activities and **WE WILL NOT** threaten to do so.

WE WILL NOT discipline employees in retaliation for their union or other concerted, protected activities.

WE WILL NOT deviate or threaten to deviate from our established policy and practice regarding the granting of wage increases in retaliation for employees' Union or other concerted protected activity and **WE HAVE MADE** whole employee Daniel VanLaeger who was inappropriately denied a merit wage increase.

WE WILL NOT threaten employees that we cannot change the schedule or otherwise accommodate employee requests because of the union.

WE WILL NOT tell employees that they cannot post union materials and **WE WILL NOT** take down union postings.

WE WILL NOT interrogate employees about their support for the union by asking them how they feel about the union and **WE WILL NOT** ask employees to wear anti-Union buttons.

WE WILL NOT disparately enforce our access policy against an employee of a store because of the employee's union activity.

WE WILL NOT solicit grievances, promise employees wage increases, or suggest that other problems can be resolved in order to induce employees not to support the Union or to abandon the Union.

WE WILL NOT threaten that employees may be terminated or replaced in retaliation for engaging in union or other concerted protected activity.

WE WILL NOT blame the union for equipment failures when there is no proof of Union involvement.

WE WILL NOT interfere in any like or related manner with your exercise of any of the rights listed above.

WE WILL expunge from our records the disciplines issued to Randall Berry (9/7/10), Bartholomew Boeckenstedt (9/11/10), David Boehnke (9/21/10), Donte McCray (9/12/10), Cassandra Cox (9/18/10), Jeffrey Mangan (9/24/10), Steven Smith (9/21/10), Justin Frank (9/21/10), and Andy Gremillion (9/21/10), and **WE WILL** notify them in writing that this has been done and that these disciplines will not be used against them in the future in any way.

(Employer)

Date _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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 an agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

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 Board's Office.

**330 Second Avenue South, Suite 790
Minneapolis, MN 55401-2221**

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