

Fwd: Decision in Menard, Inc. and Midwest Manufacturing cases 18-CA-165808 et al.

Inbox



Mar 29 (2 days ago)

Forwarded email from seth goldstein

From: "Gibson, Jessica M" <Jessica.Gibson@nrlb.gov>

Date: March 28, 2016 at 17:26:08 EDT

To: seth gold <sgold352002@yahoo.com>

Subject: Decision in Menard, Inc. and Midwest Manufacturing cases 18-CA-165808 et al.

Seth,

The Regional Director has made his decision in Case 18-CA-165808, 18-CA-167124, and 18-CA-167243. A summary of the Regional Director's decision and proposed remedies for Cases 18-CA-165808 and 18-CA-167243 is below. Normally, I like to tell Charging Parties all of this orally but it's a lot so I wanted to email it to you today before I left so you could digest. A summary of the Regional Director's decision in Case 18-CA-167124 will be provided under separate cover to you and Ms. Payne's attorney.

Would you be available to discuss the Regional Director's decision in more detail around **9:30 a.m. Eastern time on Tuesday?** If so, please give me a call then. I have meetings throughout the rest of Tuesday and as you will see in another email, I'm also trying to coordinate a time to talk to you and Janet's attorney regarding that case, so 9:30 a.m. Eastern on Tuesday is ideal for me.

For all meritorious allegations, we will be seeking a nationwide NLRB notice posting.

Case 18-CA-165808

1. The Employer has maintained unlawful and overly broad written agreements with managers and supervisors which threaten to reduce their wages by 60% if their store

unionizes [**Decision: Non-Effectuation dismissal, absent withdrawal. Remedy: None, Employer has already rescinded policy**];

2. The Employer has maintained unlawful and overly broad written agreements with managers and supervisors which threaten liquidated damages if the manager or supervisor engages in protected concerted and/or union activities, specifically by soliciting employees during employment and for a period of two years after employment [**Decision: Dismissal, absent withdrawal. Remedy: None**];

3. The Employer has maintained unlawful and overly broad provisions in its employment/arbitration agreements with employees in the Nature of Employment, Confidential Information, and Use of Confidential Information sections [**Decision: Merit to language in Confidential Information section related to “personnel,” “management,” and “operations.” No merit to language in other sections. Remedy: Rescind language about “personnel,” management,” and “operations” being confidential and reissue to all employees**];

4. The Employer has maintained unlawful and overly broad provisions in its employee handbook in the Solicitation and Distribution of Literature, General Regulations, Non-Fraternization, Conflict of Interest, Statement of Labor Relations, Values, and Team Member Acknowledgment sections [**Decision: Merit to following provisions: Solicitation and Distribution of Literature section; #11 in General Regulations (Solicitation); #20 in General Regulations (Computer Use); Conflict of Interest section; Menards Value section; and “chain of command” language in arbitration agreements, although not in handbook. No merit to all other alleged provisions. Remedy: Make lawful changes to handbook and reissue to employees**];

5. The Employer has informed employees through its Merit Pay Eligibility Notice that merit pay increases are prohibited when employees engage in protected concerted and/or union activities [**Decision: Merit. Remedy: Rescind “Confidential,” “Questionable Attitude,” and “Gossips” from form**];

6. The Employer has violated Section 8(a)(3) by discriminatorily refusing to provide merit pay determinations to employees who engaged in protected concerted and/or union activities [**Decision: No Merit. Remedy: None**];

7. The Employer has maintained an unlawful and overly broad at-will provision in its Cashier Accountability Policy [**Decision: No Merit. Remedy: None**]; and

8. The Employer has required employees, as a condition of employment, to sign mandatory employment/arbitration agreements which preclude employees from engaging in concerted activities [**Decision: Merit. Rescind unlawful language, reissue new lawful arbitration policies to all current non-managerial employees, and provide assurances the Employer will not seek to compel individual arbitration for any former employees who seek to engage in class action**].

[...]

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