

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**PIGGLY WIGGLY MIDWEST, LLC
F/K/A FRESH BRANDS, LLC**

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL 1473, AFL-CIO-CLC**

**Cases 30-CA-018915
30-CA-018959
30-CA-018990
30-CA-019006
30-CA-019007
30-CA-019008
30-CA-062592
30-CA-064305
30-CA-068207
30-CA-068216
30-CA-069232
30-CA-071036**

DECISION AND ORDER

Statement of the Case

On August 31, 2012, Piggly Wiggly Midwest, LLC, f/k/a Fresh Brands, LLC (the Respondent), United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC (the Union) and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

The Respondent is a Wisconsin limited liability company, with places of business located at the following locations and has been a wholesaler of grocery, meat and produce to franchise stores and an operator of corporate retail grocery stores:

- (i) 2215 Union Avenue, Sheboygan, Wisconsin (the Respondent's Corporate Headquarters)
- (ii) 3124 S. Business Drive, Sheboygan, Wisconsin (Sheboygan Store or Store 15)
- (iii) 1151 Midway Road, Menasha, Wisconsin (Menasha Store or Store 24)
- (iv) 525 E. Murdock St., Oshkosh, Wisconsin (Oshkosh Store or Store 25)¹
- (v) 2801 14th Place, Kenosha, Wisconsin (Store 4, one of the Kenosha/Racine Stores)
- (vi) 2215 80th Street, Kenosha, Wisconsin (Store 5, one of the Kenosha/Racine Stores)
- (vii) 4011 Durand Road, Racine, Wisconsin (Store 9, one of the Kenosha/Racine Stores)
- (viii) 5600 Spring Street, Racine, Wisconsin (Store 37, one of the Kenosha/Racine Stores)
- (ix) 5201 Washington Avenue, Racine, Wisconsin (Store 43, one of the Kenosha/Racine Stores)
- (x) 3900 Erie Street, Racine, Wisconsin (Store 44, one of the Kenosha/Racine Stores)

During the past calendar year, the Respondent, in conducting its operations, derived gross revenues in excess of \$500,000.

During the past calendar year, the Respondent, in conducting its operations, purchased and received at its Corporate Headquarters products, goods, and materials valued in excess of \$5,000 directly from points located outside the State of Wisconsin.

At all material times, Piggly Wiggly Midwest, LLC f/k/a Fresh Brands, LLC has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The labor organization involved

At all material times, the United Food and Commercial Workers Union, Local 1473, AFL-CIO-CIO, has been a labor organization within the meaning of Section 2(5) of the Act.

¹ As set forth in the Settlement Stipulation, on May 21, 2011, the Respondent sold Stores 25, 43, and 44 to three separate franchisees. At that point, they ceased to be part of the Respondent's operations.

3. The appropriate units

- A. (1) The following employees of the Respondent, referred to as the Store 15 Clerks Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future Employer stores located in the (sic) Sheboygan County, State of Wisconsin, including all employees in said stores who are actively engaged in the handling or selling of merchandise EXCLUDING employees in the meat department[,] employees of other companies working in leased departments in the store, in-store bank employees, stock auditors, specialty men and demonstrators employed by vendors, and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of Store 15 and recognized the Union as the exclusive representative of the employees in the Store 15 Clerks Unit. Since at least the time the Respondent became the owner of Store 15, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Store 15 Clerks Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from May 7, 2009 until September 7, 2011.

(3) Since at least the time the Respondent became the owner of Store 15, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Store 15 Clerks Unit.

- B. (1) The following employees of the Respondent, referred to as the Store 15 Meat Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future Employer stores working in the meat department located in the (sic) Sheboygan County, State of Wisconsin, including all employees in said stores who are actively engaged in handling or selling meat as defined by this Agreement [collective-bargaining agreement described below in paragraph F(2)] EXCLUDING employees working as retail clerks and one Store Manager per store, one manager trainee per store, employees of other companies working in leased departments in the store, in-store bank employees, stock auditors, specialty persons and demonstrators employed by vendors and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of Store 15 and recognized the Union as the exclusive-collective bargaining representative of the Store 15 Meat Unit. Since at least the time the Respondent became owner of Store 15, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Store 15 Meat Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from May 7, 2009 until September 7, 2011.

(3) Since at least the time the Respondent became the owner of Store 15, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Store 15 Meat Unit.

C. (1) The following employees of the Respondent, referred to as the Store 24 Unit or the Menasha Store Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future stores located in the Counties of Outagamie and Winnebago, State of Wisconsin, including all employees in said stores who are actively engaged in the handling or selling of merchandise EXCLUDING employees of other companies working in leased departments in the store, in-store bank employees, stock auditors, specialty men and demonstrators employed by vendors, and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of Store 24 and recognized the Union as the exclusive collective-bargaining representative of the Menasha Store Unit. Since at least the time the Respondent became the owner of Store 24, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Menasha Store Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from April 13, 2009 until February 1, 2011.

(3) Since at least the time the Respondent became the owner of Store 24, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Menasha Store Unit.

D. (1) The following employees of the Respondent, referred to as the Store 25 Unit or the Oshkosh Store Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future stores located in the (sic) Oshkosh, Wisconsin, including all employees in said stores who are actively engaged in the handling or selling of merchandise EXCLUDING employees of other companies working in leased departments in the store, in-store bank employees, stock auditors,

specialty men and demonstrators employed by vendors, and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of the Oshkosh Store and recognized the Union as the exclusive collective-bargaining representative of the Oshkosh Store Unit. Since at least the time the Respondent became owner of the Oshkosh Store, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Oshkosh Store Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from April 13, 2009 until February 1, 2011.

(3) Since at least the time the Respondent became the owner of the Oshkosh Store, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Oshkosh Store Unit.

E. (1) The following employees of the Respondent, referred to as the Kenosha/Racine Clerks Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future Employer Stores located in the Counties of Racine and Kenosha, State of Wisconsin, including all employees in said stores who are actively engaged in the handling or selling of merchandise EXCLUDING employees working in the meat department, employees of other companies working in leased departments in the store, in-store bank employees, stock auditors, specialty men and demonstrators employed by vendors, and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of Stores 4, 5, 9, 37, 43, and 44 and recognized the Union as the exclusive collective-bargaining representative of the Kenosha/Racine Clerks Unit. Since at least the time the Respondent became the owner of Stores 4, 5, 9, 37, 43, and 44, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Kenosha/Racine Clerks Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from April 15, 2009 until April 1, 2011.

(3) Since at least the time the Respondent became the owner of Stores 4, 5, 9, 37, 43, and 44, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Kenosha/Racine Clerks Unit.

F. (1) The following employees of the Respondent, referred to as the Kenosha/Racine Meat Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees of all present and future Employer stores working in the meat department located in the Counties of Racine and Kenosha, State of Wisconsin, including all employees in said stores who are actively engaged in the handling or selling of meat as defined in this Agreement, EXCLUDING employees working as retail clerks and one Store Manager per store, one manager trainee per store, employees of other companies working in leased departments in the store, in-store bank employees, stock auditors, specialty persons and demonstrators employed by vendors and supervisory employees, within the meaning of the National Labor Relations Act (the "Act").

(2) In 2006, the Respondent became the owner of Stores 4, 5, 9, 37, 43, and 44 and recognized the Union as the exclusive collective-bargaining representative of the Kenosha/Racine Meat Unit. Since at least the time the Respondent became owner of Stores 4, 5, 9, 37, 43, and 44, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the Kenosha/Racine Meat Unit. This recognition was embodied in the most recent collective-bargaining agreement which was in effect from April 15, 2009 until March 1, 2011.

(3) Since at least the time the Respondent became the owner of Stores 4, 5, 9, 37, 43, and 44, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Kenosha/Racine Meat Unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, Piggly Wiggly Midwest, LLC, f/k/a Fresh Brands, LLC, Sheboygan, Menasha, Oshkosh, Kenosha, and Racine, Wisconsin, with respect to the following bargaining units: (a) Sheboygan Clerk Unit; (b) Sheboygan Meat Unit; (c) Menasha Clerk and Meat Unit; (d) Kenosha Racine Clerk Unit; (e) Kenosha Racine Meat Unit (as described in the respective collective-bargaining agreements) and (f) the Oshkosh Clerk and Meat Unit as it existed prior to May 21, 2011, shall:

1. Cease and desist from

(a) Providing more than ministerial aid to the employees in filing a decertification petition, including, but not limited to: (i) providing assistance in collecting signatures in support of a decertification petition, (ii) soliciting the decertification of the Union by instructing employees to circulate a showing of interest in support of a decertification petition during working time; (iii) instructing a manager/supervisor to threaten

employees with job loss if they did not sign the showing of interest in support of a decertification petition; (iv) threatening employees with job loss if they did not sign a showing of interest in support of a decertification petition; (v) paying employees through the company payroll to deliver the decertification petition and supporting showing of interest to the National Labor Relations Board.

(b) Posting materials that unlawfully encourage employees to decertify the Union.

(c) Posting materials threatening to change employees' terms and conditions of employment by stopping dues check-off.

(d) Making coercive statements at the bargaining table in order to dissuade an employee from pursuing contractual rights.

(e) Posting materials denigrating the Union.

(f) Instructing an employee not to take problems to the Union, but to report any problems to the Manager of Retail Service Operations.

(g) Threatening to transfer employees, resulting in more onerous working conditions and reduced hours, if employees do not withdraw their grievance.

(h) Implementing or maintaining work rules that interfere with employees' Section 7 rights, including the following rules in the Employee Handbook and Revised Attendance and Discipline Policy of April 1, 2011:

- (i) "Soliciting of any kind is not permitted within the store." (Employee Handbook)
- (ii) "The following information is considered to be highly confidential. Employees who have access to this information are expected to keep the information to themselves and not to disclose it to anyone for any reason...5. Wages or Salaries." (Employee Handbook)
- (iii) A rule whereby soliciting of any kind within the store would cause an employee to be immediately terminated. (Revised Attendance and Discipline Policy of April 1, 2011)
- (iv) A rule whereby employees would be terminated for removing, altering, or copying company information posted on bulletin boards or assigned areas without management's authority. (Revised Attendance and Discipline Policy of April 1, 2011)
- (v) A rule whereby employees would be terminated for revealing the location of security cameras. (Revised Attendance and Discipline Policy of April 1, 2011).

(i) Terminating, or otherwise discriminating against, employees because they violated the rule described above in Paragraph 1(h)(v) and to discourage employees from engaging in these or other concerted activities.

(j) Interfering with employees' Section 7 rights to choose their bargaining representative by proposing or implementing the following rule:

Business representatives of the Union, other than Jim Ridderbush who shall not be permitted in the store during the term of this Agreement, shall be admitted to the work rooms on reasonable advanced notice when employees of the bargaining unit are at work to satisfy itself that the terms of the contract are being complied with (sic) the prior approval of the Employer. There shall be no interference with the duties of the employees.

(k) Transferring, or otherwise discriminating against, employees because they claim their contractual rights or because of their support and activity on behalf of the Union.

(l) Refusing to apply credit for hours spent in bargaining to contractual benefits for employee members of the Kenosha/Racine Units' Union bargaining committee because the employees assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(m) Informing employee members of the Kenosha/Racine Units' Union bargaining committee they would have to use vacation or holiday hours in order to receive credit toward contractual benefits for the hours they spent in bargaining because the employees assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

(n) Refusing to change the scheduled day off for its employee union bargaining committee members so they can attend scheduled bargaining sessions, because they assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

(o) Unilaterally changing its policy regarding credit toward contractual benefits for the hours employee bargaining committee members spent in bargaining.

(p) Terminating or otherwise discriminating against employees because employees assist the Union and engage in concerted activities, and to discourage employees from engaging in these activities.

(q) Refusing to bargain collectively with the Union as the exclusive representative of its employees for the units described above in Section 3 of Findings of Fact as required by law and as listed below in paragraphs (r)-(ee).

(r) Bargaining with no intention of reaching an agreement with the Union.

(s) Refusing to bargain in good faith with the Union concerning the effects of the Respondent's decision to sell Stores 25 (Oshkosh), 43 (Racine) and 44 (Racine) to franchisees.

(t) Unless contractually privileged to do so, or in the event of good-faith impasse, unilaterally implementing its proposals regarding employee bumping rights without first giving the Union notice and an opportunity to bargain.

(u) Unless contractually privileged to do so, or in the event of good-faith impasse, unilaterally implementing its proposals regarding department head selection without first giving the Union notice and an opportunity to bargain.

(v) Unilaterally ceasing dues check-off without first giving the Union notice and opportunity to bargain.

(w) Unilaterally implementing a revised Attendance and Discipline Policy for the Menasha Unit, Oshkosh Unit and Kenosha/Racine Units.

(x) Failing or refusing to provide information requested by the Union that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the bargaining units identified in Section 3 of the Findings of Fact.

(y) Unilaterally installing or moving surveillance cameras without first giving the Union notice and opportunity to bargain.

(z) Terminating, or otherwise disciplining employees as a result of unilaterally installed surveillance cameras.

(aa) Unilaterally changing the number of store managers assigned to a store without first giving the Union notice and opportunity to bargain.

(bb) Refusing to bargain with the Union because the Union had the company's last, best offer.

(cc) Implementing the Respondent's last, best offer without first bargaining to a good-faith impasse with the Union.

(dd) Refusing to bargain collectively about the manner in which the Family Medical Leave Act would be implemented.

(ee) Insisting, as a condition of reaching any collective-bargaining agreement, on non-mandatory subjects of bargaining, including, but not limited to: (a) the condition that the Union agree to bargain based exclusively on the Respondent's last, best proposal;

or (b) that the Union take the Respondent's last, best proposal to a vote by membership.

(ff) Discharging or refusing to reinstate any of its employees, or in any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC, or in any other labor organization.

(gg) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self organization, to form labor organizations, to join or assist the United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC or any other labor organization, to bargaining collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Remove all postings that (i) encourage decertification of the Union; (ii) threaten to unilaterally change the terms and conditions of employment; and (iii) denigrate the Union.

(b) Rescind the policies contained in the Employee Handbook and Revised Attendance and Discipline Policy of April 1, 2011 identified above in Paragraph 1(h).

(c) Notify employees in writing that the provisions identified above in Paragraph 1(h) in the Employee Handbook and Revised Attendance and Discipline Policy of April 1, 2011 have been rescinded and will not be given force or effect.

(d) Make whole, with interest, employees in the above-identified bargaining units for any losses in earnings and/or benefits resulting from the application of the work rules specifically identified above in Paragraph 1(h) and rescind any discipline issued to those employees with written notification to the employee that this has been done.

(e) Within five (5) days of the execution of this Stipulation, offer James Schroeder full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority, or any other rights or privileges previously enjoyed.

(f) Within 14 days from the date of the execution of this stipulation, remove from the Respondent's files any reference to the discharge of James Schroeder and within 3 days thereafter notify Schroeder, in writing, that this was done, and that the discharge will not be used against him in any way.

(g) Make whole James Schroeder for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him as set forth below:

Back Pay	\$31,206.00
Medical Expense	\$ 350.00
Total:	\$31,556.00

(h) Submit the appropriate documentation to the Social Security Administration so that when backpay is paid to James Schroeder, it will be allocated to the appropriate periods.

(i) Withdraw the proposal banning union representative Jim Ridderbush from the Respondent's stores and allow Ridderbush access to the Respondent's stores.

(j) Larry Angelici waived his right to be reinstated to his former position on August 25, 2012. He suffered no loss of wages or benefits.

(k) Credit the hours spent in bargaining by the Kenosha/Racine employee bargaining committee members towards their contractual benefits.

(l) Restore personal holiday time or vacation time used by the Kenosha/Racine union bargaining committee members to attend bargaining.

(m) Allow union bargaining committee members to switch their scheduled days off to attend bargaining sessions.

(n) Upon request, bargain collectively with the Union, as the exclusive representative of the units identified in Section 3 of the Findings of Fact with respect to rates of pay, wages, hours of employment, and other conditions of employment.

(o) Rescind implementation of the final offer on November 6, 2011 for the Menasha Unit and restore, upon request of the Union, any or all of the terms and conditions of employment existing prior to the unlawful changes.

(p) Pay the United Food & Commercial Workers Unions and Employers Health Plan \$7,875.28 and pay Menasha Employees \$65,925.84, to be distributed to Menasha bargaining unit employees, as agreed upon by the parties, to make the Union and Menasha employees whole for increased health insurance premiums and other benefits reduced as a result of the unilateral changes in the terms and conditions of employment by the implementation of the Respondent's last, best offer for agreement for the Menasha Unit.²

² As set forth in the Settlement Stipulation, the payments identified in paragraphs (2)(p), (2)(r) and (2)(s) will be made in accordance with the procedure set forth in Section 10578 of the National Labor Relations Board Compliance Manual.

(q) Rescind the implementation of the last, best offers for agreement for the Kenosha/Racine Units and restore, upon request of the Union, any or all of the terms and conditions of employment existing prior to the unlawful changes.

(r) Pay Kenosha/Racine employees \$52,970.21 to be distributed to Kenosha/Racine bargaining unit employees, as agreed upon by the parties, to make them whole for any loss of earnings or other benefits reduced as a result of the unilateral changes in the terms and conditions of employment by the implementation of the Respondent's last, best offer for agreement for the Kenosha/Racine Units.

(s) As agreed by the parties, pay within thirty (30) days of the Board's Order to bargaining unit employees \$350,000 to be distributed to bargaining unit employees as agreed to by the parties. This payment is made in satisfaction of the remedy set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) and in satisfaction of the Respondent's effects bargaining obligation.

(t) Beginning on the first of the month immediately following 14 days from the date of the Board's Order, reinstate dues check-off for the following bargaining units:

- (i) Menasha Unit;
- (ii) Racine/Kenosha Clerks Unit;
- (iii) Racine/Kenosha Meat Unit;
- (iv) Sheboygan Clerks Unit;
- (v) Sheboygan Meat Unit

(u) Rescind the unilaterally implemented Revised Attendance and Discipline Policy of April 1, 2011 at the Racine, Kenosha and Menasha stores.

(v) Make whole, with interest, any bargaining unit employees as identified above in Section 3 of the Finding of Fact, for any losses in earnings and/or benefits resulting from discipline issued as a result of unilateral changes to the Attendance and Discipline Policy and rescind any discipline issued to those employees pursuant to the changes in the policy with written notice that this has been done.

(w) Within 14 days of the Board's Order, furnish the Union with any and all correspondence between the Employer and the buyers of Stores 25, 43 and 44, to the extent not already provided.

(x) Remove or cover any unilaterally installed or moved surveillance cameras at Store 37.

(y) Make whole, with interest, employees in the bargaining units, to the extent not already remedied by this agreement, for any losses in earnings and/or benefits resulting from discipline issued as a result of the unilaterally installed or moved surveillance cameras at Store 37 and rescind any discipline issued to those employees with written notice to the employees that this has been done.

(z) Within 14 days of service by the Region, post at all of its corporate stores, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by 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. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(aa) Within 14 days of service by the Region, send a copy of the attached notice marked "Appendix A" to all its employees employed or previously employed during the period January 1, 2011 to date at all its stores then and currently represented by the Union.

(bb) 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.

(cc) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause, 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 or other make-whole payments due under the terms of this order.

Dated, Washington, D.C., November 7, 2012.

Mark Gaston Pearce, Chairman

Brian E. Hayes, Member

Richard F. Griffin, Jr., Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF
APPEALS

We are posting this Notice to inform you of the rights guaranteed to you by the National Labor Relations Act

And in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

AS PART OF THE SETTLEMENT AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES ALLEGING 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 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 do anything which interferes with, is a reprisal for, or which coerces or restrains you regarding these rights. More specifically,

WE WILL NOT refuse to bargain in good faith with the **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1473** (Union) as the exclusive representative of our employees with respect to terms and conditions of employment in the following appropriate units: (a) Sheboygan Clerk Unit; (b) Sheboygan Meat Unit; (c) Menasha Clerk and Meat Unit; (d) Kenosha Racine Clerk Unit; (e) Kenosha Racine Meat Unit (as described in the respective collective-bargaining agreements) and (f) the Oshkosh Clerk and Meat Unit as it existed prior to May 21, 2011.

WE WILL NOT sponsor or encourage the filing of a decertification petition. This includes, but is not limited to (i) assisting employees in collecting signatures in support

of a decertification petition; (ii) instructing employees to circulate a showing of interest in support of a decertification petition during working time; (iii) instructing a manager/supervisor to threaten employees with job loss if they did not sign the showing of interest in support of a decertification petition; (iv) threatening employees with job loss if they did not sign a showing of interest in support of a decertification petition; and (v) paying employees through the company payroll to deliver the decertification petition and supporting showing of interest to the National Labor Relations Board.

WE WILL NOT post any materials that unlawfully encourage employees to decertify the Union.

WE WILL NOT threaten to change employees' terms and conditions of employment by stopping dues check-off.

WE WILL NOT make coercive statements at the bargaining table in order to discourage an employee from pursuing his/her contractual rights.

WE WILL NOT post materials denigrating the Union.

WE WILL NOT instruct employees not to take problems to the Union, but to report any problems to the Manager of Retail Service Operations.

WE WILL NOT threaten to transfer employees, resulting in more difficult working conditions and reduced hours, if employees do not withdraw their grievance.

WE WILL NOT maintain the following work rules in our Employee Handbook or Attendance and Discipline Policy:

- (a) Soliciting of any kind is not permitted within the store. (Employee Handbook)
- (b) The following information is considered to be highly confidential. Employees who have access to this information are expected to keep the information to themselves and not to disclose it to anyone for any reason...5. Wages or Salaries. (Employee Handbook)
- (c) A rule whereby soliciting of any kind within the store would cause an employee to be immediately terminated. (Revised Attendance and Discipline Policy)
- (d) A rule whereby employees would be terminated for removing, altering, or copying company information posted on bulletin boards or assigned areas without management's authority. (Revised Attendance and Discipline Policy)
- (e) A rule whereby employees would be terminated for revealing the location of security cameras. (Revised Attendance and Discipline Policy)

WE WILL NOT terminate, or otherwise discriminate against, employees because they violated the rules described above, and to discourage employees from engaging in these or other concerted activities.

WE WILL NOT propose or implement a rule which bans union representative Jim Ridderbush from our stores.

WE WILL NOT transfer, or otherwise discriminate against, employees because they claim their contractual rights or because of their support and activity on behalf of the Union.

WE WILL NOT refuse to apply a credit for hours spent in bargaining to contractual benefits for employee members of the Kenosha/Racine Units' Union bargaining committee because the employees assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

WE WILL NOT inform employee members of the Kenosha/Racine Units' Union bargaining committee they would have to use vacation or holiday hours in order to receive credit toward contractual benefits for the hours they spent in bargaining because the employees assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

WE WILL NOT refuse to change the scheduled day off for our employee union bargaining committee members so they can attend scheduled bargaining sessions, because they assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities.

WE WILL NOT unilaterally change our policy regarding credit toward contractual benefits for the hours employee bargaining committee members spend in bargaining.

WE WILL NOT terminate or otherwise discriminate against employees because employees assist the Union and engage in concerted activities, and to discourage employees from engaging in these activities.

WE WILL NOT refuse to bargain collectively with the Union as the exclusive representative of our employees for the units described above as required by law and listed in the paragraphs below.

WE WILL NOT bargain with no intention of reaching an agreement with the Union.

WE WILL NOT refuse to bargain in good faith with the Union concerning the effects of our decision to sell Stores 25 (Oshkosh), 43 (Racine) and 44 (Racine) to franchisees.

WE WILL NOT, unless contractually privileged to do so or in the event of a good-faith impasse, unilaterally implement our proposals regarding employee bumping rights without first giving the Union notice and an opportunity to bargain.

WE WILL NOT, unless contractually privileged to do so or in the event of a good-faith impasse, unilaterally implement our proposals regarding department head selection without first giving the Union notice and an opportunity to bargain.

WE WILL NOT unilaterally cease dues check-off without first giving the Union notice and an opportunity to bargain.

WE WILL NOT unilaterally implement a revised Attendance and Discipline Policy for the Menasha Unit, Oshkosh Unit and Kenosha/Racine Units.

WE WILL NOT fail or refuse to provide information requested by the Union that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the bargaining units identified above.

WE WILL NOT unilaterally install or move security cameras without first giving the Union notice and an opportunity to bargain.

WE WILL NOT terminate, or otherwise discipline employees as a result of unilaterally installed security cameras.

WE WILL NOT unilaterally change the number of store managers assigned to a store without first giving the Union notice and an opportunity to bargain.

WE WILL NOT refuse to bargain with the Union because the Union had the company's last, best offer.

WE WILL NOT implement our last, best offer without first bargaining to a good-faith impasse with the Union.

WE WILL NOT refuse to bargain collectively about the manner in which the Family Medical Leave Act would be implemented.

WE WILL NOT insist, as a condition of reaching any collective-bargaining agreement, on non-mandatory subjects of bargaining, including, but not limited to: (a) that the Union agree to bargain based exclusively on our last, best proposal; or (b) that the Union take our last, best proposal to a vote by its membership.

WE WILL NOT discharge or refuse to reinstate any employees, or in any other manner discriminate in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC, or in any other labor organization.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC or any other labor organization, to bargain collectively through

representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL remove all postings that (i) encourage decertification of the Union; (ii) threaten to unilaterally change the terms and conditions of employment; and (iii) denigrate the Union.

WE WILL rescind the policies contained in the Employee Handbook and Revised Attendance and Discipline Policy of April 1, 2011 that are specifically identified above.

WE WILL notify employees in writing that those provisions in the Employee Handbook and Revised Attendance and Discipline Policy of April 1, 2011 have been rescinded and will not be given force or effect.

WE WILL make whole, with interest, employees in the above-identified bargaining units for any losses in earnings and/or benefits resulting from the application of the work rules specifically identified above and rescind any discipline issued to those employees with written notification to the employee that this has been done.

WE WILL, within five days of the execution of the Formal Settlement Stipulation, offer JAMES SCHROEDER, immediate and full reinstatement to his former job, or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and privileges previously enjoyed.

WE WILL, within 14 days of the execution of the Formal Settlement Stipulation, remove any reference to the unlawful discharge from our files and records and notify JAMES SCHROEDER that this has been done and that his unlawful termination will not be used against him in any way.

WE WILL, as agreed to in the Formal Settlement Stipulation, make whole JAMES SCHROEDER for any loss of pay he suffered by reason of the discrimination against him.

WE WILL withdraw the proposal banning union representative Jim Ridderbush from our stores and allow Ridderbush access to our stores.

LARRY ANGELICI has waived his right to be reinstated to his former position on August 25, 2012. He suffered no loss of wages or benefits.

WE WILL credit the hours spent in bargaining by the Kenosha/Racine union bargaining committee members towards their contractual benefits.

WE WILL restore personal holiday time or vacation time used by the Kenosha/Racine union bargaining committee members to attend bargaining.

WE WILL allow union bargaining committee members to switch their scheduled days off to attend bargaining sessions.

WE WILL, upon request, bargain collectively with the Union, as the exclusive representative of the units identified above with respect to rates of pay, wages, hours of employment, and other conditions of employment.

WE WILL rescind implementation of the final offer for the Menasha Unit and restore, upon request of the Union, any or all of the terms and conditions of employment existing prior to the unlawful changes, with interest where appropriate.

WE WILL make the Menasha Unit employees whole, with interest, for any loss of earnings, increased health insurance premiums or other benefits reduced as a result of the unilateral changes in the terms and conditions of employment by the implementation of our last, best offer for agreement for the Menasha Unit.

WE WILL rescind the implementation of the last, best offers for agreement for the Kenosha/Racine Units and restore, upon request of the Union, any or all of the terms and conditions of employment existing prior to the unlawful changes, with interest where appropriate.

WE WILL make the Kenosha/Racine employees whole, with interest, for any loss of earnings or other benefits reduced as a result of the unilateral changes in the terms and conditions of employment by the implementation of Respondent's last, best offer for agreement for the Kenosha/Racine Units.

WE WILL, as agreed to by the parties, pay to bargaining unit employees \$350,000. This payment is made in satisfaction of the remedy set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968) and in satisfaction of our effects bargaining obligation.

WE WILL, beginning on the first of the month immediately following 14 days from the date of the Board's Order, reinstate dues check-off for the following units: Menasha Unit; Racine/Kenosha Clerks Unit; Racine/Kenosha Meat Unit; Sheboygan Clerks Unit; and Sheboygan Meat Unit.

WE WILL rescind the unilaterally implemented Revised Attendance and Discipline Policy of April 1, 2011 at the Racine, Kenosha and Menasha stores.

WE WILL make whole, with interest, any bargaining unit employees for any losses in earnings and/or benefits resulting from discipline issued as a result of unilateral changes to the Attendance and Discipline Policy and rescind any discipline issued to those employees pursuant to the changes in the policy with written notice to those employees that this has been done.

WE WILL, within 14 days of the Board's Order, furnish the Union with any and all correspondence between the Employer and the buyers of Stores 25, 43 and 44, to the extent not already provided.

WE WILL remove or cover any unilaterally installed or moved security cameras at store 37.

WE WILL make whole, with interest, employees in the bargaining units, to the extent not already remedied, for any losses in earnings and/or benefits resulting from discipline issued as a result of the unilaterally installed or moved surveillance cameras at Store 37 and rescind any discipline issued to those employees with written notice to the employees that this has been done.

PIGGLY WIGGLY MIDWEST, LLC

(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 employees 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.

National Labor Relations Board
310 West Wisconsin Avenue, Ste 700
Milwaukee, WI 53203
(Hours of Operation: 8:30 a.m. to 4:30 p.m.)