

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

International Association of Machinists and Aerospace Workers; IAM District Lodge 4; IAM Local Lodge No. I-460 (IKEA, Inc.)	Cases 05-CB-096167 05-CB-096196 05-CB-099532 05-CB-100132
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Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **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 conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at the facility of the Employer where the alleged unfair labor practices occurred, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facility for 60 consecutive days from the date of posting.

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

REIMBURSEMENT OF FEES — Within 14 days from approval of this agreement, the Charged Party will make whole the employees/members named below by payment to each of them in the amount opposite each name.

Robert Rammel	- \$114.97, plus \$3.00 interest
Kelvin D. Smith	- \$0.00
Shawn Rojas	- \$88.93, plus \$2.00 interest
Herman Brunswick	- \$88.93, plus \$2.00 interest
Unnamed Employees	- Amounts to be determined by the Regional Director, consistent with the parameters explained in the Notice to Employees

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), 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 that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party 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 reissue the Amended Complaint previously issued on June 11, 2013 in the instant case(s). 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 the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. 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/Respondent 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 Party 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.

Charged Parties INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS; IAM DISTRICT LODGE 4; IAM LOCAL LODGE NO. I-460	Charging Party KELVIN D. SMITH  Attorney
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By: Name and Title	Date	By: Kelvin D. Smith, An Individual	Date
		<i>Kelvin D. Smith Attorney</i>	<i>7/24/13</i>
Charging Party HERMAN BRUNSWICK		Charging Party ROBERT RAMMEL	
By: Herman Brunswick, An Individual	Date	By: Robert Rammel, An Individual	Date
<i>Herman Brunswick Attorney</i>	<i>7/24/13</i>	<i>Robert Rammel Attorney</i>	<i>7/24/13</i>
		Charging Party SHAWN ROJAS	
		By: Shawn Rojas, An Individual	Date
		<i>Shawn Rojas Attorney</i>	<i>7/24/13</i>
Recommended By:	Date	Approved By:	Date
Shannon Rogers, Field Attorney		Regional Director, Region Five	

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

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 to prevent you from exercising the above rights.

WE WILL NOT threaten employees of Ikea, Inc., with discharge or loss of employment unless they sign dues checkoff authorizations for us.

WE WILL NOT threaten employees of Ikea, Inc., with discharge or loss of employment unless they become members of the Union.

WE WILL NOT fail to provide employees whom we represent who have filed a *Beck* objection with information to allow them to decide whether to mount a challenge to the Union's dues reduction calculations.

WE WILL NOT fail to make available to *Beck* objectors a procedure, consistent with the duty of fair representation, for challenging the amounts charged, absent waiver of the objector's union-security obligations.

WE WILL NOT charge initiation or application fees to employees of IKEA, Inc. who elect to be *Beck* objectors and who were employed at the time that the collective-bargaining agreement became effective on September 1, 2012.

WE HAVE provided Kelvin D. Smith, Robert Rammel, Shawn Rojas, Herman Brunswick with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and the right to challenge these figures, and **WE WILL** provide other non-member employees who file a *Beck* objection with this information.

WE HAVE credited the charitable contributions employee Robert Rammel made towards his obligation to pay chargeable representation fees under the union security clause in our collective-bargaining agreement with IKEA, Inc., and **WE WILL** reimburse employee Robert Rammel for all charitable contributions made that were in excess of the *Beck* objector dues amount owed for the period from September 1, 2012 until February 28, 2013.

WE HAVE allowed employees Herman Brunswick and Shawn Rojas to resign their membership retroactively starting September 1, 2012 and obtain *Beck* objector status starting September 1, 2012, and **WE WILL** reimburse them for all dues paid over the *Beck* objector dues amount owed for the period from September 1, 2012 until March 23, 2013.



WE WILL give full effect to requests to resign union membership retroactive to September 1, 2012, and, for those who elect to become non-members of the Union, **WE WILL** give full effect to *Beck* objections retroactive to September 1, 2012 and will reimburse any dues collected in excess of those spent solely on representational activities for this period.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS;
IAM DISTRICT LODGE 4; IAM LOCAL LODGE
NO. I-460**

(Labor Organization)

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.

BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Telephone: (410)962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

