



January 29, 2013

Honorable Lafe Solomon
Acting General Counsel
National Labor Relations Board
1099 14th Street N.W.
Washington, D.C. 20570-0001

Dear Acting General Counsel Solomon:

OUR Walmart is an organization of Wal-Mart workers from across the country who, along with many supporting organizations, are calling on Wal-Mart to improve labor rights and standards for its employees. OUR Walmart has no intent to have Wal-Mart recognize or bargain with it as the representative of Wal-Mart employees. Nor does the UFCW International Union (UFCW) have such intent.

To clarify these positions and to facilitate resolution of the dispute concerning picketing activities involving Wal-Mart, and without admitting that they have engaged in any conduct that constitutes an unfair labor practice, UFCW and OUR Walmart confirm the following actions:

While engaged in activities concerning Wal-Mart, UFCW and OUR Walmart will not picket or cause to be picketed, or engage in confrontational conduct that is the functional equivalent of picketing, Wal-Mart with an object of forcing or requiring Wal-Mart to recognize or bargain with UFCW or OUR Walmart as the representative of its employees, or forcing or requiring the employees of Wal-Mart to accept or select UFCW or OUR Walmart as the representative of such employees, where such picketing is conducted without a valid petition under 9(c) of the National Labor Relations Act involving the employees of Wal-Mart having been filed within a reasonable time after the commencement of such picketing, not to exceed 30 days.

Further, it is not UFCW's or OUR Walmart's intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees, and UFCW

and OUR Walmart disavow any intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees. As previously stated, UFCW and OUR Walmart have the purpose of helping Wal-Mart employees as individuals or groups in their dealings with Wal-Mart over labor rights and standards and their efforts to have Wal-Mart publically commit to adhering to labor rights and standards.

To further clarify this intent, UFCW and OUR Walmart will publish the attached notice on the Making Change at Wal-Mart website and on the OUR Walmart website for no less than 60 days. We will also email the attached notice to OUR Walmart members.

There will be a hiatus of at least 60 days of any picketing, including confrontational conduct that is the functional equivalent of picketing.

We will send this letter and the attached notice to Wal-Mart.

We have removed the United Demands document and any documents stating a recognitional objective from the Making Change at Wal-Mart website, and we will no longer distribute either the United Demands document, the Rob Walton letter, or any document stating a recognitional objective.

To ensure that these intentions are clear moving forward, we will include a disclaimer on the Making Change at Wal-Mart website and on the OUR Walmart website stating that UFCW and OUR Walmart have no intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees. We will also email the attached notice to known supporting organizations including, but not limited to, Jobs with Justice, Corporate Action Network, UNI or UNI Walmart Global Union Alliance, Occupy Boston, Dallas, Dearborn, Los Angeles, Miami, and Seattle, Student Labor Action Group, Service Employees International Union, International Brotherhood of Teamsters, AFL-CIO, Respect DC, International Alliance of Theatrical Stage Workers (Seattle), American Federation of State, County and Municipal Employees, Working Washington (Seattle), ANSWER Coalition (Seattle), Veterans for Peace (Seattle), Warehouse Workers United, Warehouse Workers for Justice, Teacher's Union (Chicago), Brotherhood of Carpenters and Joiners of America, Workers United (Chicago), Stand up Chicago!, Restaurant Opportunities Center, Interfaith Committee For Worker Justice, and all UFCW Locals and affiliates, and notify them that we have no intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees, and request that they not include in any of their literature, websites, or publications any statements that UFCW or OUR Walmart intends to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees.

Finally, if a future charge alleging that UFCW or OUR Walmart engaged in conduct violative of Section 8(b)(7)(C) of the Act is found to be meritorious by a Regional Director, and the Regional Director petitions any United States district court within any district where the alleged unfair labor practice occurred, or wherein the UFCW or OUR Walmart resides or transacts business, for temporary injunctive relief pending the final adjudication of the Board with respect to that Section 8(b)(7)(C) charge, UFCW and OUR Walmart will not contest the entry of an appropriate order granting such temporary injunctive relief enjoining picketing and confrontational conduct that is the functional equivalent of picketing.

Sincerely,

UFCW International Union

By: 

Nicholas W. Clark
General Counsel

OUR Walmart

By: 

Cynthia L. Murray
Member, Board of Directors

NOTICE

OUR Walmart is an organization of Wal-Mart workers from across the country who, along with many supporting organizations, are calling on Wal-Mart to improve labor rights and standards for its employees. OUR Walmart has no intent to have Wal-Mart recognize and bargain with it as the representative of Wal-Mart employees. Nor does the UFCW International Union (UFCW) have such intent.

To clarify these positions and to facilitate resolution of the dispute concerning picketing activities involving Wal-Mart, UFCW and OUR Walmart confirm the following actions:

WE WILL NOT picket or cause to be picketed, or engage in confrontational conduct that is the functional equivalent of picketing, Wal-Mart Stores, Inc., in order to force or require it to recognize and bargain with any labor organization as the representative of employees of Wal-Mart Stores, Inc., or to force or require employees of Wal-Mart Stores, Inc., to accept or select any labor organization as their collective-bargaining representative without a valid petition having been filed within a reasonable period of time from the commencement of the picketing, not to exceed 30 days.

WE DO NOT intend to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees, and UFCW and OUR Walmart disavow any intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees.

WE WILL NOT engage in any picketing, including confrontational conduct that is the functional equivalent of picketing, for at least 60 days.

WE HAVE removed the United Demands document, and any documents stating a recognitional objective, from the Making Change at Wal-Mart website, and we will no longer post or distribute the United Demands document, the Rob Walton letter, or any document stating a recognitional objective.

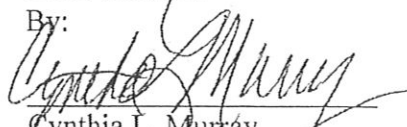
WE WILL include a disclaimer on the Making Change at Wal-Mart website and on the OUR Walmart website stating that UFCW and OUR Walmart have no intent to have Wal-Mart recognize or bargain with UFCW or OUR Walmart as the representative of Wal-Mart employees.

UFCW International Union
By:



Nicholas W. Clark
General Counsel

OUR Walmart
By:


Cynthia L. Murray
Member, Board of Directors