



**UNITED STATES GOVERNMENT**  
National Labor Relations Board  
Thirtieth Region

Memorandum

TO: Lester A. Heltzer  
Office of the Executive Secretary

FROM: Irving E. Gottschalk, Regional Director   
Region 30- Milwaukee

DATE: September 13, 2012

RE: PIGGLY WIGGLY MIDWEST, LLC  
F/K/A FRESH BRANDS, LLC  
Cases 30-CA-18915; 30-CA-18959; 30-CA-18990; 30-CA-19006;  
30-CA-19007; 30-CA-19008; 30-CA-62592; 30-CA-64305; 30-CA-68207;  
30-CA-68216; 30-CA-69232; and 30-CA-71036

**FORMAL SETTLEMENT STIPULATION TRANSMITTAL MEMORANDUM**

Submitted for the Board's approval is the Formal Settlement Stipulation in the above-captioned cases.<sup>1</sup> The Stipulation was executed by Piggly Wiggly Midwest's, LLC (Respondent) counsel and by United Food and Commercial Worker, Local 1473's (Charging Party) counsel on August 31, 2012. The Regional Director approved the Stipulation on August 31, 2012.<sup>2</sup>

The Formal Settlement Stipulation is part of a global settlement reached by the parties on August 31, 2012, resolving numerous outstanding issues and providing the parties a framework for working together in the future. The settlement concludes a series of cases, beginning in 2009, in which the Respondent engaged in bad faith contract and effects bargaining, acted unilaterally, denigrated the Union, and engaged in other unlawful conduct. On March 16, 2011, Charging Party filed the initial charge in the above-captioned cases. Thereafter, as set forth in Exhibits 1 through 19, Charging Party filed several amendments and additional charges asserting numerous allegations. On March 30, 2012, the Regional Director issued a Consolidated Complaint and Notice of Hearing on a number of the allegations demonstrating an ongoing pattern of unlawful conduct by Respondent.

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<sup>1</sup> Also attached are the charges and Complaint and Notice of Hearing issued on March 30, 2012.

<sup>2</sup> The Respondent and Charging Party jointly requested a period of time after August 31, 2012 to agree to specific remedial monetary amounts now reflected on page 17 of the Formal Settlement Stipulation. The parties reached an agreement as to these specific amounts on September 13, 2012, and agreed to correct page 17 of the Formal Settlement Stipulation to reflect those amounts. Those corrections to page 17 were then approved by the Regional Director on the same date.

The global settlement includes the resolution of several matters not set forth in the Formal Settlement Stipulation: 1) A joint motion to the Court of Appeals for the Seventh Circuit to voluntarily dismiss the petition for review and cross-application for enforcement of Board Case 357 NLRB No. 191 (2012), 2) A joint stipulation for entry of consent judgment in JD-21-12, adopted by the Board in an unpublished decision on July 3, 2012,<sup>3</sup> with the remedial issue relating to those charges to be calculated by the Region's Compliance Officer, 3) New collective bargaining agreements for all five current units at issue in this matter, and 4) Resolution and withdrawal of all subsequent outstanding unfair labor practice allegations.<sup>4</sup> While there may be other components to the global settlement, a summary list is provided here to illustrate the parties' demonstration of great effort to resolve all outstanding matters and continue forward with a better working relationship.

The Stipulation was tailored to meet the needs of the parties by including an agreed to amount in satisfaction of Respondent's effects bargaining obligation, an agreed to amount to remedy Respondent's implementation of the collective-bargaining agreements, and condensing the bargaining unit descriptions in the Notice to Employees to clearly set forth the information.<sup>5</sup>

The Formal Settlement Stipulation includes the following affirmative action in IV(2)(s) related to Respondent's effects bargaining obligation:

...(s) As agreed to by the parties, pay within thirty (30) 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 3 89 (1968) and in satisfaction of Respondent's effects bargaining obligation.

The parties agreed to this amount in satisfaction of the Respondent's effect bargaining allegations in the above-captioned cases. Separately, the Respondent and Charging Party agreed that this amount would also satisfy Respondent's effects

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<sup>3</sup> The Court of Appeals case number associated with this case is 12-2753. The Court granted the stipulation and enforced the Board's Order on September 6, 2012.

<sup>4</sup> The new set of unfair labor practice charges were filed both against the Employer and the Union.

<sup>5</sup> Additionally, the Region contacted James Schroeder and Larry Angelici, discriminatees in the case encompassed by the Stipulation. Schroeder stated his satisfaction with the terms of the settlement. Larry Angelici confirmed that he wanted to remain at the store to which he had been transferred and had no loss of wages or benefits.

bargaining obligation in 357 NLRB No. 191 (2012). While the Union recognized that if the Region were fully successful it may have been entitled to larger sum, the Union considered the Employer's willingness to continue operating its Sheboygan store, which had recently been scheduled for closure due to its poor performance. This provided the parties with a framework for settling all outstanding matters.

Further, the parties agreed to amounts certain in paragraphs VI(2)(p) and VI(2)(r) of the Formal Settlement Stipulation to remedy Respondent's alleged unlawful implementation of the collective bargaining agreements. The parties desired to have specific amounts reflected in the Formal Settlement Stipulation in order to avoid any potential compliance litigation and in formulating the amount, reviewed the underlying documents reflecting the calculation of this sum. Each sum represents a 100 percent make-whole remedy as it relates to the implementation of the Menasha and Kenosha/Racine contracts.

Finally, the Region condensed the unit descriptions in the Notice to Employees posting (Notice). Rather than setting forth each specific unit description, the Notice lists the specific unit name and refers the reader to the collective bargaining agreement:

... 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.

The inclusion of the detailed unit descriptions resulted in a seven-panel Notice. The Region had serious concerns about the likelihood that an employee would take the time to read a seven-panel notice that included a plethora of technical contract language. The Notice, with the condensed unit language, remains five panels long and presents the prohibitions and affirmative actions more clearly. The Region believes this will result in a more effective Notice.

While the Region alleged that the Employer unlawfully ceased dues check-off in its Complaint as directed by Operations Memorandum 11-40, because of the current state of the law on that issue, there was greater flexibility in remedying that complaint allegation. Also, with regards to the allegations concerning the Employer assigning two store managers per store, the parties have agreed to a procedure for dealing with that issue in their collective bargaining agreements.

In all other respects, the cease and desist, affirmative provisions and Notice posting fully remedy the alleged violations.

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

**Respondent**

**and**

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

**Charging Party**

**Cases 30-CA-18915  
30-CA-18959  
30-CA-18990  
30-CA-19006  
30-CA-19007  
30-CA-19008  
30-CA-62592  
30-CA-64305  
30-CA-68207  
30-CA-68216  
30-CA-69232  
and  
30-CA-71036**

## **FORMAL SETTLEMENT STIPULATION**

### **I. INTRODUCTION**

Through this formal settlement stipulation, the parties to this proceeding--Piggly Wiggly Midwest, LLC, f/k/a Fresh Brands, LLC (Respondent), United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC (Charging Party or Union), and the Acting General Counsel of the National Labor Relations Board--agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue and a court judgment enforcing the Order will be entered. The parties also agree to the following:

### **II. JURISDICTION**

1) 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 (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)<sup>1</sup>
- (v) 2801 14<sup>th</sup> Place, Kenosha, Wisconsin (Store 4, one of the Kenosha/Racine Stores)
- (vi) 2215 80<sup>th</sup> 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)

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

3) During the past calendar year, 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.

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<sup>1</sup> On May 21, 2011, Respondent sold Stores 25, 43, and 44 to three separate franchisees. At that point, they ceased to be part of Respondent's operations.

4) At all material times, Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

**III. LABOR ORGANIZATION STATUS**

The Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

**IV. PROCEDURE**

1) FILING AND RECEIPT OF CHARGES

The charges in the above cases were filed by the Charging Party, as set forth in the following table, and served upon the Respondent by regular mail on the dates indicated:

<u>Case Number</u>	<u>Amendment</u>	<u>Filed Date</u>	<u>Date Served</u>
30-CA-18915		3/16/2011	3/17/2011
30-CA-18915	First	3/21/2011	3/22/2011
30-CA-18915	Second	3/23/2011	3/23/2011
30-CA-18959		4/29/2011	4/29/2011
30-CA-18959	First	9/28/2011	9/29/2011
30-CA-18990		5/20/2011	5/23/2011
30-CA-18990	First	6/14/2011	6/15/2011
30-CA-18990	Second	7/1/2011	7/1/2011
30-CA-18990	Third	9/28/2011	9/29/2011
30-CA-19006		6/14/2011	6/15/2011
30-CA-19007		6/14/2011	6/15/2011
30-CA-19008		6/14/2011	6/15/2011
30-CA-62592		8/12/2011	8/15/2011
30-CA-62592	First	11/10/2011	11/14/2011
30-CA-64305		9/12/2011	9/12/2011
30-CA-68207		11/3/2011	11/4/2011
30-CA-68216		11/3/2011	11/4/2011
30-CA-69232		11/18/2011	11/21/2011
30-CA-71036		12/19/2011	12/20/2011

Respondent acknowledges receipt of the charges and amended charges.

2) ISSUANCE OF COMPLAINT. On March 30, 2012, the Regional Director for Region 30 of the Board issued an Order Consolidating Cases, Consolidated Complaint and

Notice of Hearing in Cases 30-CA-18915, 30-CA-18959, 30-CA-18990, 30-CA-19006, 30-CA-19007, 30-CA-19008, 30-CA-62592, 30-CA-64305, 30-CA-68207, 30-CA-68216, 30-CA-69232, and 30-CA-71036 alleging that Respondent violated the National Labor Relations Act. Respondent and the Charging Party each acknowledge receipt of a copy of the Consolidated Complaint and Notice of Hearing which was served by certified mail on March 30, 2012.

- 3) By entering into this stipulation, the parties agree that the Answer to Consolidated Complaint filed by Respondent on or about April 13, 2012 is withdrawn.
- 4) WAIVER. All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decisions; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.
- 5) THE RECORD. The entire record in this matter consists of the following documents: this stipulation; the charges; amended charges identified in Section IV, 1 of this document; and the Consolidated Complaint and Notice of Hearing. Copies of the charges, amended charges and Consolidated Complaint and Notice of Hearing are attached as Exhibits 1 through 20.
- 6) ENTIRE AGREEMENT. This stipulation constitutes the entire agreement between the parties with respect to the allegations listed in the Consolidated Complaint (Cases 30-CA-18915 et al.), and there is no agreement of any kind, verbal or otherwise, that alters or adds to it. It is understood that the signing of this stipulation by Respondent does not constitute an admission that it has violated the Act.

- 7) SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE. This stipulation settles only the allegations in the above-captioned cases, and does not constitute a settlement of any other cases 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 stipulation regardless of whether those 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 cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.
- 8) EFFECTIVE DATE. This stipulation is subject to the approval of the Board, and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the documents constituting the record as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

**V. FACTS**

- 1) (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

2) (a) The following employees of 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 6(b)] 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

3) (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

4) (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

5) (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

6) (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

## **VI. ORDER**

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, Piggly Wiggly Midwest, LLC, f/k/a Fresh Brands, LLC (Respondent), its officers, agents, successors, and assigns, shall with respect to all bargaining units at locations set forth in Section II, (1):

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 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 their 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 Section VI, 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 V 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 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 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 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 V.
- (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 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 Respondent's last, best proposal; or (b) that the Union take the Respondent's last, best proposal to a vote by membership.
- (ff) 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 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.

(gg) 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.

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.

(c) Notify employees in writing that the provisions identified above in Section VI, 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 in Section VI, 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 days of the execution of this Stipulation, offer James Schroeder full reinstatement to his former job, or if that job no longer exist, 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 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  
Medical Expense – \$350

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Total: \$31,556

(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 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 V 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 Respondent's last, best offer for agreement for the Menasha Unit.<sup>1</sup>

(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 Respondent's last, best offer for agreement for the Kenosha/Racine Units.

(s) As agreed to by the parties, pay within thirty (30) 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 Respondent's effects bargaining obligation.

---

<sup>1</sup> The payments identified in paragraphs (VI)(2)(p), (VI)(2)(r) and (VI)(2)(s) will be made in accordance with the procedure set forth in Section 10578 of the National Labor Relations Board Compliance Manual.

(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 Restated 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 in Section V, 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 Respondent's authorized representative, shall be posted by Respondent immediately upon receipt 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, 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. 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 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.

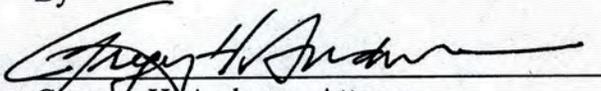
## **VII. ENFORCEMENT OF ORDER**

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including compliance with the order of the Board, and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words and figures set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's

Order after entry of the judgment only to the extent that it has not already done so.

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

By

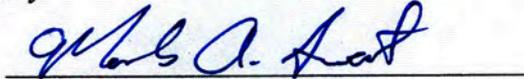


Gregory H. Andrews, Attorney  
Jackson Lewis LLP  
150 North Michigan Avenue  
Suite 2500  
Chicago, IL 60601

8-31-12  
Date

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

By



Mark A. Sweet, Attorney  
Sweet and Associates, LLC  
2510 E Capitol Drive  
Milwaukee, WI 53211-2136

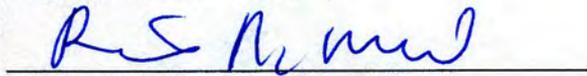
8-31-12  
Date

**Approval recommended:**



Angela B. Jaenke  
Attorney, Region 30  
National Labor Relations Board  
310 West Wisconsin Avenue, Suite 700  
Milwaukee, WI 53203

8-31-12  
Date



Renée M. Medved  
Attorney, Region 30  
National Labor Relations Board  
310 West Wisconsin Avenue, Suite 700  
Milwaukee, WI 53203

8-31-12  
Date

**Approved:**



Regional Director, Region 30  
National Labor Relations Board  
310 West Wisconsin Avenue, Ste 700  
Milwaukee, WI 53203

8/31/12  
Date

# NOTICE TO



POSTED BY ( )  
NATIONAL LABOR RELATIONS BOARD AND

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

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.

A handwritten signature in black ink, appearing to be "GA".

Handwritten initials "MAS" in black ink.

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The National Labor Relations Board is an independent Federal agency created in 1935 to ent employees want union representation and it investigates and remedies unfair labor practices charge or election petition, you may speak confidentially to any agent with the Board's Regional

THIS IS AN OFFICIAL NOTICE /

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MU THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFI

# EMPLOYEES

ORDER OF THE  
AGENCY OF THE UNITED STATES GOVERNMENT



**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 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.

**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 its 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.

Under the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees should be represented by employers and unions. To find out more about your rights under the Act and how to file a complaint with the NLRB, contact the Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

*Handwritten signature and initials: G MAS*

**THIS DOCUMENT MUST NOT BE DEFACED BY ANYONE.**

IT MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS DOCUMENT SHOULD BE REFERRED TO THE BOARD'S COMPLIANCE OFFICER.



# NOTICE TO

**POSTED BY C**  
**NATIONAL LABOR RELATIONS BOARD AN**

**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 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 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**, 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 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** 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.

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The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the rights of employees who want union representation and it investigates and remedies unfair labor practices. If you have a charge or election petition, you may speak confidentially to any agent with the Board's Regional

*GA*  
*MAS*

**THIS IS AN OFFICIAL NOTICE A**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST BE REPOSTED AT THE ABOVE REGIONAL OFFICE IF THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE.

# EMPLOYEES

## ORDER OF THE AGENCY OF THE UNITED STATES GOVERNMENT



**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 the Respondent's stores and allow Ridderbush access to Respondent's 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.

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Under the National Labor Relations Act. It conducts secret-ballot elections to determine whether to be represented by employers and unions. To find out more about your rights under the Act and how to file a charge with the NLRB, contact the nearest NLRB Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

*MAS*  
*GJ*

**THIS ORDER MUST NOT BE DEFACED BY ANYONE.**

IT IS TO BE KEPT UNALTERED, NOT TO BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS ORDER SHOULD BE REFERRED TO THE BOARD'S COMPLIANCE OFFICER.



# NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT

**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 bargaining units: Menasha Unit; Racine/Kenosha Clerks Unit; Racine/Kenosha Meat Unit; Sheboygan Clerks Unit; and Sheboygan Meat Unit.

**WE WILL** rescind the unilaterally implemented Restated 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. 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 any Staff at 700 W. The Board's Regional Office for this case at (414) 297-3861. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov), WI 53203-2211 Hours of Operation: 8:00 a.m. to 4:30 p.m.

**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 ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER,

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case <b>30-CA-18915</b>	Date Filed <b>March 16, 2011</b>

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b>
		Fax No. <b>(920) 208-5197</b>	
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

*Mark A. Sweet*  
(signature of representative or person making charge)

Mark A. Sweet, Attorney

(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255

(Telephone No.)

03-16-2011

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473**

On or about January 7, 2011, the above-referenced Employer, by Paul Butera, interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to close stores because of the Union affiliation of the employees at those stores.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by posting notices to all employees encouraging decertification of Local 1473.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to change terms and conditions of employment, including to "stop" arbitrating grievances.

On March 14, 2011, the above-referenced Employer, announced a decision that Store 43 and 44 in Racine and its Oshkosh store were being sold in order to discourage Union membership and activities on behalf of the Union.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to discuss the decision to sell its stores.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to bargain regarding the placement of maintenance of wages, terms and conditions of employment of its employees into any purported sales document.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to provide requested information unless the Union reduced its requests to writing.

On March 14, 2011, the above-referenced Employer discriminated against its employees because of their Union affiliation and protected concerted activities by refusing to consider the Union's offer to explore the feasibility of a group of bargaining unit employees purchasing the stores.

On or about March 15, 2011, the Employer bargained in bad faith by cancelling a bargaining session that was agreed upon with the Union the day before.

On or about March 15, 2011, the Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by announcing to employees that it would sell three of its stores, when there were outstanding information requests from the Union regarding the decision to sell the stores and the interest of exploring the sale of the stores to its employees.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

FORM EXEMPT UNDER 44 U.S.C. 3512

FORM NLRB-501 (9-07)

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD FIRST AMENDED

DO NOT WRITE IN THIS SPACE Case 30-CA-18915 Date Filed March 21, 2011

INSTRUCTIONS:

CHARGE AGAINST EMPLOYER

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

Form fields for employer information: a. Name of Employer (Piggly Wiggly Midwest, LLC), b. Number of workers employed (980), c. Address (2215 Union Avenue, Sheboygan, WI 53081), d. Employer Representative (Paul Butera), e. Telephone No. (920) 457-4434, f. Type of Establishment (Grocery), g. Identify principal product or service (Grocery), h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment.

RECEIVED NLRB 2011 MAR 21 PM 3:59 MILWAUKEE, WI REGION 30

3. Full name of the party filing charge (if labor organization, give full name, including local name and number)

United Food and Commercial Workers Union, Local 1473

4a. Address (Street and number, city, state and ZIP code)

2001 North Mayfair Road Milwaukee, WI 53226

4b. Telephone No.

(414) 476-1444

Fax No.

(414) 476-1039

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

United Food and Commercial Workers International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By [Signature] (signature of representative or person making charge)

Mark A. Sweet, Attorney

(Print name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255

(Telephone No.)

03-21-2011

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. Exhibit 2 (page 1 of 2)

**Attachment to First Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
Case No. 30-CA-18915**

On or about January 7, 2011, the above-referenced Employer, by Paul Butera, interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to close stores because of the Union affiliation of the employees at those stores.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by posting notices to all employees encouraging decertification of Local 1473.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to change terms and conditions of employment, including to "stop" arbitrating grievances.

On March 14, 2011, the above-referenced Employer, announced a decision that Store 43 and 44 in Racine and its Oshkosh store were being sold in order to discourage Union membership and activities on behalf of the Union.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to discuss the decision to sell its stores.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to bargain regarding the placement of maintenance of wages, terms and conditions of employment of its employees into any purported sales document.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to provide requested information unless the Union reduced its requests to writing.

On March 14, 2011, the above-referenced Employer discriminated against its employees because of their Union affiliation and protected concerted activities by refusing to consider the Union's offer to explore the feasibility of a group of bargaining unit employees purchasing the stores.

On or about March 15, 2011, the Employer bargained in bad faith by cancelling a bargaining session that was agreed upon with the Union the day before.

On or about March 15, 2011, the Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by announcing to employees that it would sell three of its stores, when there were outstanding information requests from the Union regarding the decision to sell the stores and the interest of exploring the sale of the stores to its employees.

Since on or about March 17, 2011, the above-referenced Employer has failed and refused to bargain in good faith by conditioning the providing of relevant and necessary information on the execution of a specified "Confidentiality and Non-Disclosure Agreement."

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

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MILWAUKEE REGION

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**SECOND AMENDED**  
**CHARGE AGAINST EMPLOYER**

<b>D. DO NOT WRITE IN THIS SPACE</b>	
Case <b>30-CA-18915</b>	Date Filed <b>March 23, 2011</b>

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>	d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b>
		Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>	g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By *Mark A. Sweet*  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Printtype name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255

03-23-2011

(Telephone No.)

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Second Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
Case No. 30-CA-18915**

On or about January 7, 2011, the above-referenced Employer, by Paul Butera, interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to close stores because of the Union affiliation of the employees at those stores.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by posting notices to all employees encouraging decertification of Local 1473.

Since on or about January 26, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by threatening to change terms and conditions of employment, including to "stop" arbitrating grievances.

On or about February 26, 2011, the above-referenced Employer bargained in bad faith by bypassing the Union and distributing to employees a detailed group health plan application form.

On March 14, 2011, the above-referenced Employer, announced a decision that Store 43 and 44 in Racine and its Oshkosh store were being sold in order to discourage Union membership and activities on behalf of the Union.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to discuss the decision to sell its stores.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to bargain regarding the placement of maintenance of wages, terms and conditions of employment of its employees into any purported sales document.

On March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to provide requested information unless the Union reduced its requests to writing.

On March 14, 2011, the above-referenced Employer discriminated against its employees because of their Union affiliation and protected concerted activities by refusing to consider the Union's offer to explore the feasibility of a group of bargaining unit employees purchasing the stores.

On or about March 15, 2011, the Employer bargained in bad faith by cancelling a bargaining session that was agreed upon with the Union the day before.

On or about March 15, 2011, the Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by announcing to employees that it would sell three of its stores, when there were outstanding information requests from the Union regarding the decision to sell the stores and the interest of exploring the sale of the stores to its employees.

Since on or about March 17, 2011, the above-referenced Employer has failed and refused to bargain in good faith by conditioning the providing of relevant and necessary information on the execution of a specified "Confidentiality and Non-Disclosure Agreement."

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>PLEASE WRITE IN THIS SPACE</b>	
Case 30-CA-18959	Date Filed April 29, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>	d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>	g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.

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MILWAUKEE, WI  
REGION 30

**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

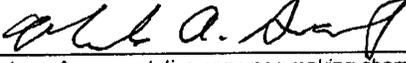
**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By   
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

04-29-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473**

Since on or about March 14, 2011, the above-referenced Employer has failed and refused to bargain in good faith by announcing the decision to purportedly transfer ownership of two stores in Racine and one store in Oshkosh to alter egos, subordinate instrumentalities, or disguised continuances of Piggly Wiggly Midwest, LLC, effective May 21, 2011.

Between March 14, 2011 and April 11, 2011, the above-referenced Employer failed and refused to bargain in good faith by failing to provide relevant and necessary information requested regarding the purported decision to sell two stores in Racine and the Oshkosh store.

Since on or about March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by failing to provide correspondence from Piggly Wiggly Midwest, LLC to the purported new owners regarding the decision to purportedly transfer ownership of the two stores in Racine and one store in Oshkosh, asserting attorney-client privilege.

On or about March 14, 2011, the above-referenced Employer threatened and coerced employees with regard to their Section 7 rights by interrogating them regarding the status of Union negotiations.

Since on or about March 14, 2011, the above-referenced Employer, by the purported new owners, Dave Koenig, Mark and Susie Grunwald, and Ralph Malicki, threatened employees that they could not keep their employment without applying for their existing jobs with the purported new owners.

Since on or about March 15, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing terms and conditions of employment, failing to continue to honor contractual commitments after the expiration date of the collective bargaining agreement.

Since on or about April 1, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing its disciplinary policy without bargaining with the Union.

Since on or about April 1, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing the policy regarding employee parking without bargaining with the Union.

Since on or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally changing the process for closing the store when customers are present.

Since on or about April 1, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by threatening employees with having their checks withheld if they didn't sign the unilaterally implemented disciplinary policy.

Since on or about April 1, 2011, the above-referenced Employer has orchestrated the purported requirement that employees reapply for their existing jobs with purported new owners by providing applications, accepting applications, and permitting the scheduling of employee interviews by the purported new owners, Dave Koenig, Mark and Susie Grunwald, and Ralph Malicki in the stores.

On or about April 1, the above referenced Employer, by its Store Managers, informed employees that paychecks would be withheld if people did not sign unilaterally implemented policies.

On or about April 1, 2011, the above referenced Employer, by its Store Managers, threatened and coerced employees in the exercise of their Section 7 rights by instructing employees to engage in surveillance of employees' union and protected concerted activity.

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MILWAUKEE, WI  
REGIONAL OFFICE

Since on or about April 7, 2011, the above-referenced Employer, by purported new owner and agent Dave Koenig, interrogated employees about terms and conditions of employment and thereby bypassed the Union.

Since on or about April 5, 2011, the above-referenced Employer retaliated against bargaining committee members and unilaterally changed terms and conditions of employment by refusing to credit their hours in bargaining toward contractual benefits.

On or about April 13, 2011, the above-referenced Employer threatened the reduction of hours of bargaining committee member Larry Angelici from 40 to 25 hours per week because of his Union activity.

On or about April 14, 2011, the above-referenced Employer denied that it announced the reduction of hours of Larry Angelici in order to avoid Larry Anelici's assertion of contractual rights to bump a less senior receiver and receive preferable hours because of his Union activity.

On or about April 14, 2011, the above-referenced Employer transferred Larry Angelici to Store #9 because of his union activities and his assertion of contractual rights.

On or about April 25, 2011, the above-referenced Employer refused to change bargaining committee member Dave Torgerson's scheduled off day because of his Union activity and in order to discourage union activity.

On April 26, 2011, the Employer retaliated against Ryen Chambasian, Dave Torgerson, Terri Houlette, Bob Moreno, Larry Angelici, and Kenneth Klassy by informing them that they would now be required to use vacation or holiday days in order to attend bargaining.

Since on or about December 30, 2010, the above-referenced Employer provided assistance to employees in circulating a petition for decertification of the Union by permitting employees to circulate the petition on work time.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

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2011 APR 29 AM 9:15  
MILWAUKEE, WI  
REGION 30

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**FIRST AMENDED**

DO NOT WRITE IN THIS SPACE	
Case 30-CA-018959	Date Filed
	September 28, 2011

**INSTRUCTIONS:**

**CHARGE AGAINST EMPLOYER**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)  <b>See Attachment.</b>			
3. Full name of the party filing charge (if labor organization, give full name, including local name and number) <b>United Food and Commercial Workers Union, Local 1473</b>			
4a. Address (Street and number, city, state and ZIP code) <b>2001 North Mayfair Road Milwaukee, WI 53226</b>		4b. Telephone No. <b>(414) 476-1444</b> Fax No. <b>(414) 476-1039</b>	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>United Food and Commercial Workers International Union</b>			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By <u><i>Mark A. Sweet</i></u> <b>Mark A. Sweet, Attorney</b> (signature of representative or person making charge) (Printtype name and title or office, if any) <b>(fax) (414) 332-2275</b> <b>(414) 332-2255</b> <b>09-28-2011</b> Address <u><b>2510 East Capitol Drive, Milwaukee, WI 53211</b></u> (Telephone No.) (date)			

2011 SEP 28 PM 4: 22

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to First Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-18959**

Since on or about March 14, 2011, the above-referenced Employer has failed and refused to bargain in good faith by announcing the decision to purportedly transfer ownership of two stores in Racine and one store in Oshkosh to alter egos, subordinate instrumentalities, or disguised continuances of Piggly Wiggly Midwest, LLC, effective May 21, 2011.

Between March 14, 2011 and April 11, 2011, the above-referenced Employer failed and refused to bargain in good faith by failing to provide relevant and necessary information requested regarding the purported decision to sell two stores in Racine and the Oshkosh store.

Since on or about March 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by failing to provide correspondence from Piggly Wiggly Midwest, LLC to the purported new owners regarding the decision to purportedly transfer ownership of the two stores in Racine and one store in Oshkosh, asserting attorney-client privilege.

On or about March 14, 2011, the above-referenced Employer threatened and coerced employees with regard to their Section 7 rights by interrogating them regarding the status of Union negotiations.

Since on or about March 14, 2011, the above-referenced Employer, by the purported new owners, Dave Koenig, Mark and Susie Grunwald, and Ralph Malicki, threatened employees that they could not keep their employment without applying for their existing jobs with the purported new owners.

Since on or about March 15, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing terms and conditions of employment, failing to continue to honor contractual commitments after the expiration date of the collective bargaining agreement.

Since on or about April 1, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing its disciplinary policy without bargaining with the Union.

Since on or about April 1, 2011, the above-referenced Employer bargained in bad faith by unilaterally changing the policy regarding employee parking without bargaining with the Union.

Since on or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally changing the process for closing the store when customers are present.

Since on or about April 1, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by threatening employees with having their checks withheld if they didn't sign the unilaterally implemented disciplinary policy.

Since on or about April 1, 2011, the above-referenced Employer has orchestrated the purported requirement that employees reapply for their existing jobs with purported new owners by providing applications, accepting applications, and permitting the scheduling of employee interviews by the purported new owners, Dave Koenig, Mark and Susie Grunwald, and Ralph Malicki in the stores.

On or about April 1, the above referenced Employer, by its Store Managers, informed employees that paychecks would be withheld if people did not sign unilaterally implemented policies.

On or about April 1, 2011, the above referenced Employer, by its Store Managers, threatened and coerced employees in the exercise of their Section 7 rights by instructing employees to engage in surveillance of employees' union and protected concerted activity.

Since on or about April 7, 2011, the above-referenced Employer, by purported new owner and agent Dave Koenig, interrogated employees about terms and conditions of employment and thereby bypassed the Union.

Since on or about April 5, 2011, the above-referenced Employer retaliated against bargaining committee members and unilaterally changed terms and conditions of employment by refusing to credit their hours in bargaining toward contractual benefits.

On or about April 13, 2011, the above-referenced Employer threatened the reduction of hours of bargaining committee member Larry Angelici from 40 to 25 hours per week because of his Union activity.

On or about April 14, 2011, the above-referenced Employer denied that it announced the reduction of hours of Larry Angelici in order to avoid Larry Angelici's assertion of contractual rights to bump a less senior receiver and receive preferable hours because of his Union activity.

On or about April 14, 2011, the above-referenced Employer transferred Larry Angelici to Store #9 because of his union activities and his assertion of contractual rights.

On or about April 25, 2011, the above-referenced Employer refused to change bargaining committee member Dave Torgerson's scheduled off day because of his Union activity and in order to discourage union activity.

On April 26, 2011, the Employer retaliated against Ryen Chambasian, Dave Torgerson, Terri Houlette, Bob Moreno, Larry Angelici, and Kenneth Klassy by informing them that they would now be required to use vacation or holiday days in order to attend bargaining.

Since on or about December 30, 2010, the above-referenced Employer provided assistance to employees in circulating a petition for decertification of the Union by permitting employees to circulate the petition on work time.

On or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by issuing a new policy that employees will be terminated for use of a cell phone.

On or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by issuing a new policy that employees will be terminated for revealing the location of security cameras.

On or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by issuing a new policy that employees will be terminated for removing, altering, or copying company information posted on bulletin boards or assigned areas without management's authority.

On or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by issuing a new policy that employees will be terminated for engaging in solicitation.

On or about April 1, 2011, the above-referenced Employer failed and refused to bargain in good faith by issuing a new policy that employees will be terminated for unauthorized use of the internet.

On or about April 1, 2011, the above-referenced Employer restrained and coerced employees in the exercise of their Section 7 rights by issuing an overly broad no solicitation rule.

During the past six months and continuing to date, the above-referenced Employer restrained and coerced employees in the exercise of their Section 7 rights by maintaining a policy that employees not discuss wages or salaries.

On or about May 12, 2011, the above-referenced Employer threatened to transfer Larry Angelici to Store 5 and reduce his hours if he did not withdraw his grievance.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>D. DO NOT WRITE IN THIS SPACE</b>	
Case <b>30-CA-18990</b>	Date Filed <b>May 20, 2011</b>

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>	d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>	g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By *Mark A. Sweet*  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

05-20-11  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Board (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473**

On or about April 6, 2011, the above-referenced Employer issued discipline to employees because of their Union activities and activities on behalf of the Union.

On or about April 6, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by interrogating employees about their Union activities.

On or about April 25, 2011, the above-referenced Employer terminated Union Executive Board member Jim Schroeder because of his Union activities and activity on behalf of the Employer.

Since on or about April 29, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposal to end pension contributions.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding employee bumping rights.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding department head selection.

On or about May 3, 2011, the above-referenced Employer failed and refused to bargain in good faith by announcing proposals to bargaining unit employees that were not made in negotiations.

On or about May 3, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by denigrating the Union.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**AMENDED CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case <b>30-CA-18900</b>	Date Filed <b>June 14, 2011</b>

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By *Mark A. Sweet*  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

06-14-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-18990**

On or about April 6, 2011, the above-referenced Employer issued discipline to employees because of their Union activities and activities on behalf of the Union.

On or about April 6, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by interrogating employees about their Union activities.

On or about April 25, 2011, the above-referenced Employer terminated Union Executive Board member Jim Schroeder because of his Union activities and activity on behalf of the Employer.

Since on or about April 29, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposal to end pension contributions.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding employee bumping rights.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding department head selection.

On or about May 3, 2011, the above-referenced Employer failed and refused to bargain in good faith by announcing proposals to bargaining unit employees that were not made in negotiations.

On or about May 3, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by denigrating the Union.

On or about April 25, 2011, the above-referenced Employer failed and refused to bargain in good faith by terminating its bargaining unit employee, Jim Schroeder, without just cause.

Since on or about May 21, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally implementing its proposals to layoff and permit only limited bumping by bargaining unit employees.

On or about May 30, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally eliminating health insurance for its employees who were unilaterally reduced from full-time to part-time.

On or about May 30, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees who were unilaterally reduced from full-time to part-time that their health insurance was terminated.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
SECOND AMENDED  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 30-CA-18990	Date Filed July 1, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Piggly Wiggly Midwest, LLC		b. Number of workers employed 980 (approximately)
c. Address (Street, city, state, and ZIP code) 2215 Union Avenue Sheboygan, WI 53081	d. Employer Representative Paul Butera	e. Telephone No. (920) 457-4434
		Fax No. (920) 208-5197
f. Type of Establishment (factory, mine, wholesaler, etc.) Grocery	g. Identify principal product or service Grocery	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

United Food and Commercial Workers Union, Local 1473

**4a. Address (Street and number, city, state and ZIP code)**

2001 North Mayfair Road  
Milwaukee, WI 53226

**4b. Telephone No.**

(414) 476-1444

**Fax No.**

(414) 476-1039

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

United Food and Commercial Workers International Union

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Mark A. Sweet  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

07-01-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Second Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-18990**

On or about April 6, 2011, the above-referenced Employer issued discipline to employees because of their Union activities and activities on behalf of the Union.

On or about April 6, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by interrogating employees about their Union activities.

On or about April 25, 2011, the above-referenced Employer terminated Union Executive Board member Jim Schroeder because of his Union activities and activity on behalf of the Employer.

Since on or about April 29, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposal to end pension contributions.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding employee bumping rights.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding department head selection.

On or about May 3, 2011, the above-referenced Employer failed and refused to bargain in good faith by announcing proposals to bargaining unit employees that were not made in negotiations.

On or about May 3, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by denigrating the Union.

On or about April 25, 2011, the above-referenced Employer failed and refused to bargain in good faith by terminating its bargaining unit employee, Jim Schroeder, without just cause.

Since on or about May 21, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally implementing its proposals to layoff and permit only limited bumping by bargaining unit employees.

On or about May 30, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally eliminating health insurance for its employees who were unilaterally reduced from full-time to part-time.

On or about May 30, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees who were unilaterally reduced from full-time to part-time that their health insurance was terminated.

On or about June 22, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally announcing the freezing of wages.

On or about June 28, 2011, the above-referenced Employer assigned bargaining committee member and Union Executive Board member Robert Moreno to work on July 4 because of his Union affiliation and activities on behalf of the Union.

On or about June 29, 2011, the above-referenced Employer retaliated against Jim Ridderbush for his Union affiliation and activities on behalf of the Union by maintaining a proposal that bars him, by name, from access to stores.

On or about June 29, 2011, the above-referenced Employer interfered with, restrained, and coerced employees in the exercise of their Section 7 rights by describing its proposals, for the first time since being requested to do so by the Union on April 5, in a manner that informs employees that Section 7 activity will not be tolerated.

On or about June 29, 2011, the above-referenced Employer failed and refused to bargain in good faith by walking out on negotiations for a successor collective bargaining agreement.

On or about June 29, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to consider requests for necessary and relevant information unless they were in writing.

On or about June 29, 2011, the above-referenced Employer interfered with, restrained, and coerced employees in the exercise of their Section 7 rights by informing employees that the Company was shocked with the Union's questions regarding enforcement of the status quo and requesting an apology for exercise of those rights.

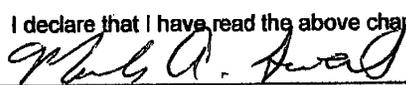
Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
THIRD AMENDED  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 30-CA-018990	Date Filed September 28, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3) and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)  <b>See Attachment.</b>			
3. Full name of the party filing charge (if labor organization, give full name, including local name and number) <b>United Food and Commercial Workers Union, Local 1473</b>			
4a. Address (Street and number, city, state and ZIP code) <b>2001 North Mayfair Road Milwaukee, WI 53226</b>		4b. Telephone No. <b>(414) 476-1444</b> Fax No. <b>(414) 476-1039</b>	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>United Food and Commercial Workers International Union</b>			
6. DECLARATION			
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.			
By <u></u> (signature of representative or person making charge)		<u>Mark A. Sweet, Attorney</u> (Print/type name and title or office, if any)	
Address <u>2510 East Capitol Drive, Milwaukee, WI 53211</u>		<u>(fax) (414) 332-2275</u> (Telephone No.)	
		<u>09-28-2011</u> (date)	

2011 SEP 28 PM 4: 23

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Third Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-18990**

On or about April 6, 2011, the above-referenced Employer issued discipline to employees because of their Union activities and activities on behalf of the Union.

On or about April 6, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by interrogating employees about their Union activities.

On or about April 25, 2011, the above-referenced Employer terminated Union Executive Board member Jim Schroeder because of his Union activities and activity on behalf of the Employer.

Since on or about April 29, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposal to end pension contributions.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding employee bumping rights.

Since on or about May 3, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by implementing its proposals regarding department head selection.

On or about May 3, 2011, the above-referenced Employer failed and refused to bargain in good faith by announcing proposals to bargaining unit employees that were not made in negotiations.

On or about May 3, 2011, the above-referenced Employer threatened and coerced employees in the exercise of their Section 7 rights by denigrating the Union.

On or about April 25, 2011, the above-referenced Employer failed and refused to bargain in good faith by terminating its bargaining unit employee, Jim Schroeder, without just cause.

Since on or about May 21, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally implementing its proposals to layoff and permit only limited bumping by bargaining unit employees.

On or about May 30, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally eliminating health insurance for its employees who were unilaterally reduced from full-time to part-time.

On or about May 30, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees who were unilaterally reduced from full-time to part-time that their health insurance was terminated.

On or about June 22, 2011, the above-referenced Employer failed and refused to bargain in good faith by unilaterally announcing the freezing of wages.

On or about June 28, 2011, the above-referenced Employer assigned bargaining committee member and Union Executive Board member Robert Moreno to work on July 4 because of his Union affiliation and activities on behalf of the Union.

On or about June 29, 2011, the above-referenced Employer retaliated against Jim Ridderbush for his Union affiliation and activities on behalf of the Union by maintaining a proposal that bars him, by name, from access to stores.

On or about June 29, 2011, the above-referenced Employer interfered with, restrained, and coerced employees in the exercise of their Section 7 rights by describing its proposals, for the first time since being requested to do so by the Union on April 5, in a manner that informs employees that Section 7 activity will not be tolerated.

On or about June 29, 2011, the above-referenced Employer failed and refused to bargain in good faith by walking out on negotiations for a successor collective bargaining agreement.

On or about June 29, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to consider requests for necessary and relevant information unless they were in writing.

On or about June 29, 2011, the above-referenced Employer interfered with, restrained, and coerced employees in the exercise of their Section 7 rights by informing employees that the Company was shocked with the Union's questions regarding enforcement of the status quo and requesting an apology for exercise of those rights.

Since on or about April 1, 2011 and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by installing video surveillance cameras with the intent of utilizing surveillance for discipline without bargaining with the Union.

Since or about April 25, 2011, the above-referenced Employer utilized its unilaterally implemented video surveillance policy in an attempt to justify the termination of Jim Schroeder.

On or about May 6, 2011, the above-referenced Employer by Mary Zenisek, coerced and restrained employees in the exercise of their Section 7 rights by informing employees to avoid the Union and report any problems directly to the Employer.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

INTERNET  
FORM NLRB-501  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case <b>30-CA-19006</b>	Date Filed <b>June 14, 2011</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer <b>Piggly Wiggly Midwest, LLC and its Alter Ego, DJK Foods, LLC (See Attachment)</b>	b. Tel. No. <b>See Attachment</b>
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) <b>See Attachment</b>	e. Employer Representative <b>See Attachment</b>
	g. e-Mail
	h. Number of workers employed <b>60 (approximatley)</b>
i. Type of Establishment (factory, mine, wholesaler, etc.) <b>Retail Sales</b>	j. Identify principal product or service <b>Groceries and sundries</b>
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) <b>See Attachment</b>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>United Food &amp; Commercial Workers Union Local 1473</b>	
4a. Address (Street and number, city, state, and ZIP code) <b>2001 North Mayfair Road Milwaukee, WI 53226</b>	4b. Tel. No. <b>414-476-1444</b>
	4c. Cell No.
	4d. Fax No. <b>414-476-1039</b>
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>United Food &amp; Commercial Workers Union</b>	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u><i>Mark A. Sweet</i></u> (signature of representative or person making charge)	Mark A. Sweet, Attorney (Print/type name and title or office, if any)
Address <b>2510 East Capitol Drive, Milwaukee, WI 53211</b>	
Date <b>06-14-11</b> (date)	
Tel. No. <b>414-332-2255</b>	
Office, if any, Cell No.	
Fax No. <b>414-332-5430</b>	
e-Mail <b>msweet@unionyeslaw.com</b>	



**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## ATTACHMENT

### 1. Employer

Employer Name	Address	Contact	Phone
Piggly Wiggly Midwest, LLC	2215 Union Blvd. Sheboygan, WI 53081-6671	Gary Suokko Chief Operating Officer	920-457-4433
DJK Foods, LLC	3900 Erie Street Racine, WI 53402	David J. Koenig	262-639-2142

### 2. Basis for Charge

On or about March 14, 2011, Piggly Wiggly Midwest, LLC announced that it sold its Store Number 44 to DJK Foods, LLC with an effective transfer date of May 21, 2011 and with DJK Foods, LLC to be a franchisee of Piggly Wiggly Midwest, LLC.

At all relevant times since its creation on or about March 8, 2011, DJK Foods, LLC is functioning as an alter ego, subordinate instrumentality or disguised continuance of Piggly Wiggly Midwest, LLC such that DJK Foods, LLC and Piggly Wiggly Midwest, LLC should be jointly and severally liable for the failure of DJK Foods, LLC to continue the employment of unit employees after May 21, 2011 and its failure to abide by the collective bargaining agreements between Piggly Wiggly Midwest, LLC and UFCW Local 1473.

Since on or about March 14, 2011, Piggly Wiggly Midwest, LLC independently failed and refused to bargain with Local 1473 concerning its decision to transfer the facility and inventory of its Store Number 44 to DJK Foods, LLC or to bargain in good faith regarding the effects of that decision.

In the alternative, since on or about March 8, 2011, DJK Foods, LLC discriminatorily refused to hire certain employees of Piggly Wiggly Midwest, LLC because of their membership in Local 1473, unilaterally changed wages, hours and terms and conditions of employment of employees in the bargaining unit, and failed and refused to recognize Local 1473 as the representative of its employees in the bargaining units identified above.

On or about May 7, 2011, the above-referenced Employer, by Dave Koenig, interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing them not to discuss their job offers with anybody.

On or about May 1, 2011, and continuing to date, the above-referenced Employer, by Dave Koenig, interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees that their job offers were confidential.

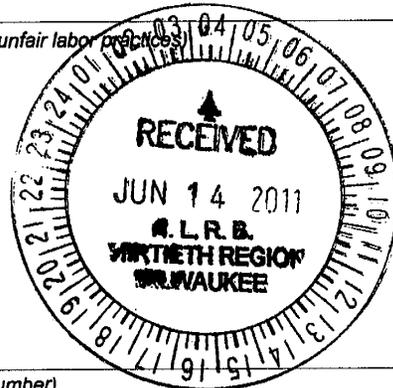
UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case <b>30-CA-19007</b>	Date Filed <b>June 14, 2011</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer <b>Piggly Wiggly Midwest, LLC and its Alter Ego, RAB Supermarkets, LLC (See Attachment)</b>	b. Tel. No. <b>See Attachment</b>
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) <b>See Attachment</b>	e. Employer Representative <b>See Attachment</b>
	g. e-Mail
	h. Number of workers employed <b>60 (approximatley)</b>
i. Type of Establishment (factory, mine, wholesaler, etc.) <b>Retail Sales</b>	j. Identify principal product or service <b>Groceries and sundries</b>
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) <b>See Attachment</b>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>United Food &amp; Commercial Workers Union Local 1473</b>	
4a. Address (Street and number, city, state, and ZIP code) <b>2001 North Mayfair Road Milwaukee, WI 53226</b>	4b. Tel. No. <b>414-476-1444</b>
	4c. Cell No.
	4d. Fax No. <b>414-476-1039</b>
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>United Food &amp; Commercial Workers Union</b>	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u><i>Mark A. Sweet</i></u> (signature of representative or person making charge)	Tel. No. <b>414-332-2255</b>
<b>Mark A. Sweet, Attorney</b> (Print/type name and title or office, if any)	Office, if any, Cell No.
	Fax No. <b>414-332-5430</b>
	e-Mail <b>msweet@unionyeslaw.com</b>
Address <b>2510 East Capitol Drive, Milwaukee, WI 53211</b>	<b>06-14-11</b> (date)



**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## ATTACHMENT

## 1. Employer

Employer Name	Address	Contact	Phone
Piggly Wiggly Midwest, LLC	2215 Union Blvd. Sheboygan, WI 53081-6671	Gary Suokko Chief Operating Officer	920-457-4433
RAB Supermarkets, LLC	5201 Washington Avenue Racine, WI 53406	Ralph D. Malicki	262-619-3230

## 2. Basis for Charge

On or about March 14, 2011, Piggly Wiggly Midwest, LLC announced that it sold its Store Number 43 to RAB Supermarkets, LLC with an effective transfer date of May 21, 2011 and with RAB Supermarkets, LLC to be a franchisee of Piggly Wiggly Midwest, LLC.

At all relevant times since its creation on or about March 7, 2011, RAB Supermarkets, LLC is functioning as an alter ego, subordinate instrumentality or disguised continuance of Piggly Wiggly Midwest, LLC such that RAB Supermarkets, LLC and Piggly Wiggly Midwest, LLC should be jointly and severally liable for the failure of RAB Supermarkets, LLC to continue the employment of unit employees after May 21, 2011 and its failure to abide by the collective bargaining agreements between Piggly Wiggly Midwest, LLC and UFCW Local 1473.

Since on or about March 14, 2011, Piggly Wiggly Midwest, LLC independently failed and refused to bargain with Local 1473 concerning its decision to transfer the facility and inventory of its Store Number 43 RAB Supermarkets, LLC or to bargain in good faith regarding the effects of that decision.

In the alternative, since on or about March 7, 2011, RAB Supermarkets, LLC discriminatorily refused to hire certain employees of Piggly Wiggly Midwest, LLC because of their membership in Local 1473, unilaterally changed wages, hours and terms and conditions of employment of employees in the bargaining unit, and failed and refused to recognize Local 1473 as the representative of its employees in the bargaining units identified above.

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2011 JUN 14 PM 3:45  
REGION 30

INTERNET  
FORM NLRB-501  
(2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case <b>30-CA-19008</b>	Date Filed <b>June 14, 2011</b>

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>	
a. Name of Employer <b>Piggly Wiggly Midwest, LLC and its Alter Ego, SMJ Family, LLC (See Attachment)</b>	b. Tel. No. <b>See Attachment</b>
	c. Cell No.
d. Address (Street, city, state, and ZIP code) <b>See Attachment</b>	f. Fax No.
	g. e-Mail
e. Employer Representative <b>See Attachment</b>	h. Number of workers employed <b>60 (approximatley)</b>
i. Type of Establishment (factory, mine, wholesaler, etc.) <b>Retail Sales</b>	j. Identify principal product or service <b>Groceries and sundries</b>
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) <b>See Attachment</b>	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) <b>United Food &amp; Commercial Workers Union Local 1473</b>	
4a. Address (Street and number, city, state, and ZIP code) <b>2001 North Mayfair Road Milwaukee, WI 53226</b>	4b. Tel. No. <b>414-476-1444</b>
	4c. Cell No.
	4d. Fax No. <b>414-476-1039</b>
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) <b>United Food &amp; Commercial Workers Union</b>	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u><i>Mark A. Sweet</i></u> (signature of representative or person making charge)	Tel. No. <b>414-332-2255</b>
	Office, if any, Cell No.
Address <b>2510 East Capitol Drive, Milwaukee, WI 53211</b>	Fax No. <b>414-332-5430</b>
	e-Mail <b>msweet@unionyeslaw.com</b>
	Date <b>06-14-11</b> (date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

## ATTACHMENT

### 1. Employer

Employer Name	Address	Contact	Phone
Piggly Wiggly Midwest, LLC	2215 Union Blvd. Sheboygan, WI 53081-6671	Gary Suokko Chief Operating Officer	920-457-4433
SMJ Family, LLC	525 East Murdock Street Oshkosh, WI 549041	Mark A. Grunwald	920-236-7801

### 2. Basis for Charge

On or about March 14, 2011, Piggly Wiggly Midwest, LLC announced that it sold its Store Number 25 to SMJ Family, LLC with an effective transfer date of May 21, 2011 and with SMJ Family, LLC to be a franchisee of Piggly Wiggly Midwest, LLC.

At all relevant times since its creation on or about March 18, 2011, SMJ Family, LLC is functioning as an alter ego, subordinate instrumentality or disguised continuance of Piggly Wiggly Midwest, LLC such that SMJ Family, LLC and Piggly Wiggly Midwest, LLC should be jointly and severally liable for the failure of SMJ Family, LLC to continue the employment of unit employees after May 21, 2011 and its failure to abide by the collective bargaining agreement between Piggly Wiggly Midwest, LLC and UFCW Local 1473.

Since on or about March 14, 2011, Piggly Wiggly Midwest, LLC independently failed and refused to bargain with Local 1473 concerning its decision to transfer the facility and inventory of its Store Number 25 to SMJ Family, LLC or to bargain in good faith regarding the effects of that decision.

In the alternative, since on or about March 18, 2011, SMJ Family, LLC discriminatorily refused to hire certain employees of Piggly Wiggly Midwest, LLC because of their membership in Local 1473, unilaterally changed wages, hours and terms and conditions of employment of employees in the bargaining unit, and failed and refused to recognize Local 1473 as the representative of its employees in the bargaining units identified above.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case <b>30-CA-062592</b>	Date Filed <b>August 12, 2011</b>

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b>
		Fax No. <b>(920) 208-5197</b>	
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

*(Signature of Jonathan R. Eiden)*  
*(signature of representative or person making charge)*

**Jonathan R. Eiden, Attorney**

*(Print/type name and title or office, if any)*

**(fax) (414) 332-2275**

Address **2510 East Capitol Drive, Milwaukee, WI 53211**

**(414) 332-2255**

*(Telephone No.)*

**08-12-11**

*(date)*

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to Charge Against Employer**  
**Piggly Wiggly Midwest, LLC and UFCW Local 1473**  
**NLRB Case No. 30-CA-\_\_\_\_\_**

1. In March or April 2011, the above-referenced Employer, through its agents, John Butera, and Robert Simandl, provided more than ministerial aid to an employee concerning the filing of a petition to the Labor Board to decertify the Union.
2. In or around April 2011, the above-referenced Employer, through its agent, John Butera, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights by offering to pay employees to decertify the Union.
3. In March or April 2011, the above-referenced Employer instructed employees to circulate a decertification petition during work time.
4. In March or April 2011, the above-referenced Employer instructed supervisors to engage in anti-union activity and attempt to decertify the Union on work time.
5. In or around June 2011, the above-referenced Employer interfered with, restrained, or coerced employees in the exercise of their Section 7 rights by paying employees for delivering information in support of the decertification petition to the NLRB Region 30.
6. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 per hour because of his Union activities and his refusal to engage in anti-union activities.
7. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 per hour because of his protected concerted activities.
8. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 because of his refusal to support the Employer's unlawful instructions concerning his rights protected by the Act.
9. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his Union activities and his refusal to engage in anti-union activities.
10. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his protected concerted activities.
11. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his refusal to support the Employer's unlawful instructions.
12. During June, July and August 2011, the above-referenced Employer harassed employees, including Joshua Skurski, for refusing to engage in anti-union activities.
13. During the past two months, the above-referenced Employer harassed Joshua Skurski for refusing to follow the Employer's unlawful instructions concerning Skurski's rights and the rights of other employees protected by the National Labor Relations Act.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
FIRST AMENDED

<b>DO NOT WRITE IN THIS SPACE</b>	
Case 30-CA-062592	Date Filed November 10, 2011

**INSTRUCTIONS:**

**CHARGE AGAINST EMPLOYER**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.

RECEIVED  
 NLRB  
 MILWAUKEE, WI  
 REGION 30  
 2011 NOV 10 PM 2:17

**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**  
**(414) 476-1444**

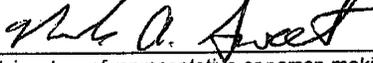
**Fax No.**  
**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By   
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

11-10-11  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**Attachment to First Amended Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case No. 30-CA-062592**

1. In March or April 2011, the above-referenced Employer, through its agents, John Butera, and Robert Simandl, provided more than ministerial aid to an employee concerning the filing of a petition to the Labor Board to decertify the Union.
2. In or around April 2011, the above-referenced Employer, through its agent, John Butera, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights by offering to pay employees to decertify the Union.
3. In March or April 2011, the above-referenced Employer instructed employees to circulate a decertification petition during work time.
4. In March or April 2011, the above-referenced Employer instructed supervisors to engage in anti-union activity and attempt to decertify the Union on work time.
5. In or around June 2011, the above-referenced Employer interfered with, restrained, or coerced employees in the exercise of their Section 7 rights by paying employees for delivering information in support of the decertification petition to the NLRB Region 30.
6. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 per hour because of his Union activities and his refusal to engage in anti-union activities.
7. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 per hour because of his protected concerted activities.
8. On or about July 19, 2011, the above-referenced Employer demoted Joshua Skurski to deli clerk cutting his pay by \$5.00 because of his refusal to support the Employer's unlawful instructions concerning his rights protected by the Act.
9. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his Union activities and his refusal to engage in anti-union activities.
10. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his protected concerted activities.
11. During the past six months, the above-referenced Employer reduced Joshua Skurski's hours from 40 hours per week to 15 hours per week because of his refusal to support the Employer's unlawful instructions.
12. During the past six months, the above-referenced Employer harassed employees, including Joshua Skurski, for refusing to engage in anti-union activities.
13. During the past six months, the above-referenced Employer harassed Joshua Skurski for refusing to follow the Employer's unlawful instructions concerning Skurski's rights and the rights of other employees protected by the National Labor Relations Act.
14. During the past six months, the above-referenced Employer disciplined Joshua Skurski verbally and in written form because of his union activities and his refusal to engage in anti-union activities.

15. During the past six months, the above-referenced Employer disciplined Joshua Skurski verbally and in written form because of his protected concerted activities.
16. During the past six months, the above-referenced Employer disciplined Joshua Skurski verbally and in written form because of his refusal to support the Employer's unlawful instructions.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 30-CA-064305	Date Filed September 12, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>	d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b>
		Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>	g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

*Mark A. Sweet*  
(signature of representative or person making charge)

**Mark A. Sweet, Attorney**

(Print/type name and title or office, if any)

(fax) **(414) 332-2275**

Address **2510 East Capitol Drive, Milwaukee, WI 53211**

**(414) 332-2255**

(Telephone No.)

**09-12-2011**

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473**

During the past six months, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by engaging in overall bad faith bargaining.

During the past six months, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by engaging in surface bargaining.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>D</b>		<b>WRITE IN THIS SPACE</b>	
Case	30-CA-068207	Date Filed	November 3, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>Piggly Wiggly Midwest, LLC</b>		b. Number of workers employed <b>980 (approximately)</b>	
c. Address (Street, city, state, and ZIP code) <b>2215 Union Avenue Sheboygan, WI 53081</b>		d. Employer Representative <b>Paul Butera</b>	e. Telephone No. <b>(920) 457-4434</b> Fax No. <b>(920) 208-5197</b>
f. Type of Establishment (factory, mine, wholesaler, etc.) <b>Grocery</b>		g. Identify principal product or service <b>Grocery</b>	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

Since on or about September 27, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by announcing its refusal to meet and confer regarding terms and conditions of employment.

On or about October 26, 2011, the above-referenced Employer failed and refused to bargain in good faith by notifying employees of implementation of a "last, best and final" offer in Menasha when no lawful impasse had been reached in negotiations.

On or about October 26, 2011, the above-referenced Employer failed and refused to bargain in good faith by informing the Union that certain undisclosed portions of the purported "last, best, & final offer" would not be implemented.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

**United Food and Commercial Workers Union, Local 1473**

**4a. Address (Street and number, city, state and ZIP code)**

**2001 North Mayfair Road  
Milwaukee, WI 53226**

**4b. Telephone No.**

**(414) 476-1444**

**Fax No.**

**(414) 476-1039**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**United Food and Commercial Workers International Union**

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Mark A. Sweet  
(signature of representative or person making charge)

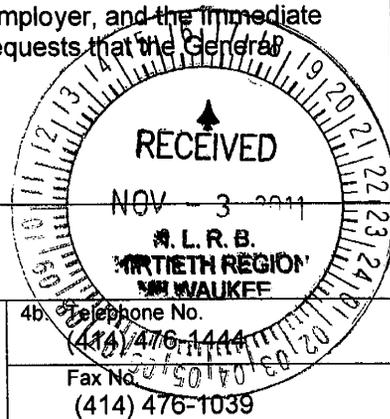
Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

11-03-2011  
(date)



**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

Do NOT WRITE IN THIS SPACE	
Case 30-CA-068216	Date Filed November 3, 2011

**INSTRUCTIONS:**

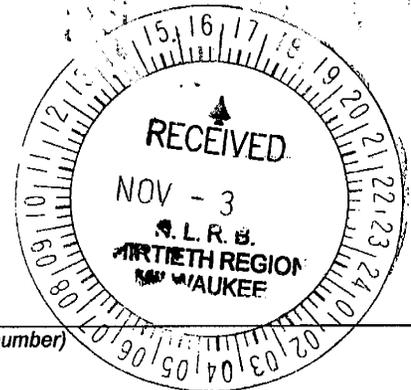
File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Piggly Wiggly Midwest, LLC		b. Number of workers employed 980 (approximately)
c. Address (Street, city, state, and ZIP code) 2215 Union Avenue Sheboygan, WI 53081	d. Employer Representative Paul Butera	e. Telephone No. (920) 457-4434
		Fax No. (920) 208-5197
f. Type of Establishment (factory, mine, wholesaler, etc.) Grocery	g. Identify principal product or service Grocery	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



3. Full name of the party filing charge (if labor organization, give full name, including local name and number) United Food and Commercial Workers Union, Local 1473	
4a. Address (Street and number, city, state and ZIP code) 2001 North Mayfair Road Milwaukee, WI 53226	4b. Telephone No. (414) 476-1444 Fax No. (414) 476-1039
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Food and Commercial Workers International Union	

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Mark A Sweet  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print/type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

11-03-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473**

On or about September 27, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to consider Union proposals.

On or about September 27, 2011, the above-referenced Employer failed and refused to meet and confer with the Union by feigning a need for business services for negotiations and then meeting alone at a Company grocery store.

On or about September 27, 2011, the above-referenced Employer failed and refused to bargain in good faith by offering a last, best and final contract offer for Racine/Kenosha, while simultaneously refusing to meet or consider Union proposals.

On or about September 27, 2011, and continuing to date, the above-referenced Employer refused to meet and confer regarding terms and conditions of employment unless the Union voted on its purported last, best and final offer.

On or about October 4, 2011, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by refusing to meet and confer regarding terms and conditions of employment.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

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REGION 50

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

**NOT WRITE IN THIS SPACE**

Case 30-CA-069232	Date Filed November 18, 2011
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**INSTRUCTIONS:**

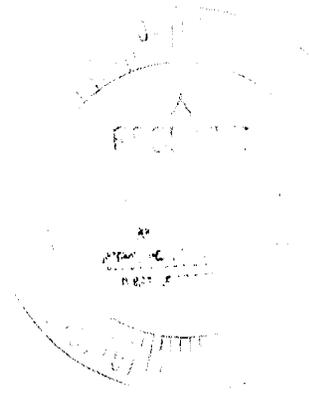
File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer  Piggly Wiggly Midwest, LLC		b. Number of workers employed  980 (approximately)	
c. Address (Street, city, state, and ZIP code)  2215 Union Avenue Sheboygan, WI 53081		d. Employer Representative  Paul Butera	e. Telephone No. (920) 457-4434  Fax No. (920) 208-5197
f. Type of Establishment (factory, mine, wholesaler, etc.) Grocery		g. Identify principal product or service Grocery	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3), (4), and (5)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.			

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

United Food and Commercial Workers Union, Local 1473

**4a. Address (Street and number, city, state and ZIP code)**

2001 North Mayfair Road  
Milwaukee, WI 53226

**4b. Telephone No.**

(414) 476-1444

**Fax No.**

(414) 476-1039

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

United Food and Commercial Workers International Union

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Mark A. Sweet  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

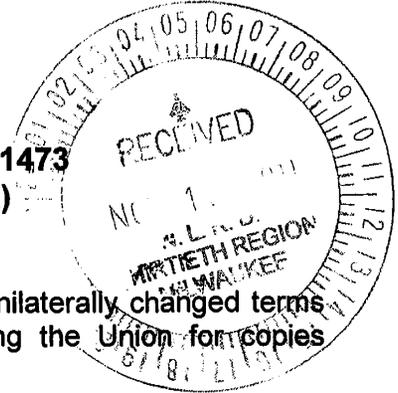
(414) 332-2255  
(Telephone No.)

11-18-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-\_\_\_\_\_ (Menasha)**



1. During the past six months, the above-referenced Employer unilaterally changed terms and condition of employment and began selectively charging the Union for copies related to information requests.
2. During the past six months, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by assigning a second manager who has performed bargaining unit work.
3. On or about September 23, 2011, the above-referenced Employer failed and refused to bargain in good faith by refusing to provide the Union with a copy of a posting from its Menasha store.
4. On or about September 23, 2011, the above-referenced Employer interfered with, restrained and coerced employees in the exercise of their Section 7 rights by denigrating the Union by posting notice in Menasha that no charges filed by the Union were valid.
5. Since on or about November 6, 2011, the above-referenced Employer declared impasse in negotiations when there was no such lawful impasse.
6. Since on or about November 6, 2011, the above-referenced Employer failed and refused to bargain in good faith by implementing terms and conditions of employment contrary to those it agreed to in bargaining.
7. Since on or about November 6, 2011, the above-referenced Employer failed and refused to bargain in good faith by implementing portions of its purported last best offer.
8. On or about November 8, 2011, the above-referenced Employer failed and refused to bargain in good faith by dealing directly with employees regarding increased health insurance costs and informing employees that the increased costs will automatically be deducted from their pay checks.
9. On or about November 15, 2011, the above-referenced Employer forbid access to Union representative Jim Ridderbush because of his assertion of rights under the collective bargaining agreement, and in retaliation for his union activities and actions on behalf of the Union, and in retaliation for his participation in the Board process.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 30-CA-071036	Date Filed December 19, 2011

**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Piggly Wiggly Midwest, LLC		b. Number of workers employed 980 (approximately)
c. Address (Street, city, state, and ZIP code) 2215 Union Avenue Sheboygan, WI 53081	d. Employer Representative Paul Butera	e. Telephone No. (920) 457-4434 Fax No. (920) 208-5197
f. Type of Establishment (factory, mine, wholesaler, etc.) Grocery	g. Identify principal product or service Grocery	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth clear and concise statement of the facts constituting the alleged unfair labor practices)**

See Attachment.



**3. Full name of the party filing charge (if labor organization, give full name, including local name and number)**

United Food and Commercial Workers Union, Local 1473

**4a. Address (Street and number, city, state and ZIP code)**

2001 North Mayfair Road  
Milwaukee, WI 53226

**4b. Telephone No.**

(414) 476-1444

**Fax No.**

(414) 476-1039

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

United Food and Commercial Workers International Union

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Mark A. Sweet  
(signature of representative or person making charge)

Mark A. Sweet, Attorney  
(Print type name and title or office, if any)

(fax) (414) 332-2275

Address 2510 East Capitol Drive, Milwaukee, WI 53211

(414) 332-2255  
(Telephone No.)

12-19-2011  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

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**Attachment to Charge Against Employer  
Piggly Wiggly Midwest, LLC and UFCW Local 1473  
NLRB Case 30-CA-\_\_\_\_\_ (Racine/Kenosha)**

1. Since on or about November 23, 2011, and again on December 14, 2011, the above-referenced Employer declared impasse in negotiations when there was no such lawful impasse.
2. On or about December 14, 2011, the above-referenced Employer failed and refused to bargain in good faith by announcing its intent to implement portions of its Last, Best and Final Offer on December 18, 2011.
3. Since on or about December 18, 2011, the above-referenced Employer failed and refused to bargain in good faith by implementing portions of its Last, Best and Final Offer.

Due to the severity of the above-referenced charge, the ongoing unlawful conduct of the Employer, and the immediate and substantial chilling effect of such conduct on the bargaining unit, the Charging Party requests that the General Counsel seek Section 10(j) injunctive relief.



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

**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-18915  
30-CA-18959  
30-CA-18990  
30-CA-19006  
30-CA-19007  
30-CA-19008  
30-CA-62592  
30-CA-64305  
30-CA-68207  
30-CA-68216  
30-CA-69232  
and  
30-CA-71036**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT  
AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 30-CA-18915, 30-CA-18959, 30-CA-18990, 30-CA-19006, 30-CA-19007, 30-CA-19008, 30-CA-62592, 30-CA-64305, 30-CA-68207, 30-CA-68216, 30-CA-69232, and 30-CA-71036, filed by United Food and Commercial Workers Union, Local 1473, AFL-CIO-CLC (Union), against Piggly Wiggly Midwest, LLC, f/k/a Fresh Brands, LLC, (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act by engaging in the following unfair labor practices:

1. The charges in the above cases were filed by the Charging Party, as set forth in the following table, and served upon the Respondent by regular mail on the dates indicated:

<u>Case Number</u>	<u>Amendment</u>	<u>Filed Date</u>	<u>Date Served</u>
30-CA-18915		3/16/2011	3/17/2011
30-CA-18915	First	3/21/2011	3/22/2011
30-CA-18915	Second	3/23/2011	3/23/2011
30-CA-18959		4/29/2011	4/29/2011
30-CA-18959	First	9/28/2011	9/29/2011
30-CA-18990		5/20/2011	5/23/2011
30-CA-18990	First	6/14/2011	6/15/2011
30-CA-18990	Second	7/1/2011	7/1/2011
30-CA-18990	Third	9/28/2011	9/29/2011
30-CA-19006		6/14/2011	6/15/2011
30-CA-19007		6/14/2011	6/15/2011
30-CA-19008		6/14/2011	6/15/2011
30-CA-62592		8/12/2011	8/15/2011
30-CA-62592	First	11/10/2011	11/14/2011
30-CA-64305		9/12/2011	9/12/2011
30-CA-68207		11/3/2011	11/4/2011
30-CA-68216		11/3/2011	11/4/2011
30-CA-69232		11/18/2011	11/21/2011
30-CA-71036		12/19/2011	12/20/2011

2. (a) At all material times, Respondent has been 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 (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)<sup>1</sup>
- (v) 2801 14<sup>th</sup> Place, Kenosha, Wisconsin (Store 4, one of the Kenosha/Racine Stores)
- (vi) 2215 80<sup>th</sup> 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)

(b) During the past calendar year, Respondent, in conducting its operations described above in paragraph 2(a), derived gross revenues in excess of \$500,000.

(c) During the period of time described above in paragraph 2(b), Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its

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<sup>1</sup> On May 21, 2011, Respondent sold Stores 25, 43, and 44 to three separate franchisees. At that point, they ceased to be part of Respondent's operations.

Corporate Headquarters products, goods, and materials valued in excess of \$5,000 directly from points located outside the State of Wisconsin.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act:

<u>Name</u>	<u>Position at Respondent</u>
Paul Butera	Owner
Mary Zenisek	Manager of Retail Service Operations
John Braunreiter	District Manager
John Butera	Store Manager, Store 4
Michael Barzcak	Store Manager, Store 5
Joseph Ligocki	Store Manager, Store 9
Daniel Holtz	Store Manager, Store 15
Glen Femal	Store Manager, Store 24
Kerry Mertens	Store Manager, Store 25 (before May 21, 2011)
Robert Helvick	Store Manager, Store 37
Steve Brodsko	Store Manager, Store 43 (before May 21, 2011)
Greg Dubin	Store Manager, Store 44 (before May 21, 2011)
Joshua Skurski	Deli Manager, Store 4

5. (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

6. (a) The following employees of 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 6(b)] 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

7. The collective-bargaining agreements for the Store 15 Clerks Unit and Meat Unit expired on September 7, 2011, without the parties agreeing to extend the terms of the respective contracts.

8. (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

9. The collective-bargaining agreement for the Menasha Store Unit expired on February 1, 2011, without the parties agreeing to extend the terms of the contract.

10. (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

11. The collective-bargaining agreement for the Oshkosh Store Unit expired on February 1, 2011, without the parties agreeing to extend the terms of the contract.

12. (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

13. The collective-bargaining agreement for the Kenosha/Racine Clerks Unit expired on April 1, 2011, without the parties agreeing to extend the terms of the contract.

14. (a) The following employees of 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").

(b) In 2006, 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 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.

(c) Since at least the time 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.

15. The collective-bargaining agreement for the Kenosha/Racine Meat Unit expired on March 1, 2011, without the parties agreeing to extend the terms of the respective contracts.

16. Respondent, by John Butera, provided more than ministerial aid to the employees in filing a decertification petition in regard to Store 4 with the National Labor Relations Board by the following conduct:

(a) About late December 2011, a more specific date is currently unknown to the Acting General Counsel, provided assistance to Joshua Skurski with soliciting employee Heather Neuendorf to collect signatures in support of a decertification petition.

(b) About March or April 2011, a more specific date is currently unknown to the Acting General Counsel, solicited the decertification of the Union by instructing employees to circulate a showing of interest in support of a decertification petition during working time.

(c) About April 2011, a more specific date is currently unknown to the Acting General Counsel, instructed Joshua Skurski to threaten employees with job loss if they did not sign the showing of interest in support of a decertification petition.

(i) About April 2011, a more specific date is currently unknown to the Acting General Counsel, Joshua Skurski threatened employees with job loss if they did not sign a showing of interest in support of a decertification petition.

(d) About June 2011, a more specific date is currently unknown to the Acting General Counsel, paid employees through the company payroll to deliver the decertification petition and supporting showing of interest to the National Labor Relations Board.

17. Respondent, by Zenisek:

(a) About January 26, 2011, by a posting on the bulletin boards at the Kenosha/Racine Stores, encouraged employees to decertify the Union.

(b) About January 26, 2011, by a posting on the bulletin boards at all the stores, threatened to change the employees' terms and conditions of employment by stopping dues check-off.

(c) About April 14, 2011, made coercive statements at the bargaining table for the Kenosha/Racine Clerks Unit and the Kenosha/Racine Meat Unit (hereafter referred to as the Kenosha/Racine Units) in order to dissuade an employee from pursuing their contractual rights.

(d) About May 3, 2011, by a posting on the bulletin boards at all the stores, denigrated the Union.

(e) About May 6, 2011, in the conference room of one of the stores, a more specific location being unknown to the Acting General Counsel at this time, interfered with employees' Section 7 rights to choose their bargaining representative by instructing an employee not to take problems to the Union, but to report any problems to Zenisek instead.

(f) About May 12, 2011, Respondent, in a telephone conversation with Union Business Agent Mark Culotta, threatened to transfer an employee back to Store 5, resulting in more onerous working conditions and reduced hours, if the employee did not withdraw his grievance.

(g) About September 15, 2011, by a posting on the bulletin board at the Menasha Store, denigrated the Union.

(h) About September 16, 2011, by a posting on the bulletin board at the Menasha Store, denigrated the Union.

18. Since about March 30, 2011, Respondent has maintained the following rules in its Employee Handbook:

(a) Soliciting of any kind is not permitted within the store.

- (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.

19. About April 1, 2011, Respondent, by issuance of its revised Attendance and Discipline Policy of that date, promulgated and since then has maintained the following rules:

- (a) A rule whereby soliciting of any kind within the store would cause an employee to be immediately terminated.

- (b) 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.

- (c) A rule whereby employees would be terminated for revealing the location of security cameras.

- (d) About April 22, 2011, Respondent terminated its employee James Schroeder.

- (e) Respondent engaged in the conduct described above in paragraph 19(d) because James Schroeder violated the rule described above in paragraph 19(c) and to discourage employees from engaging in these or other concerted activities.

20. (a) About April 5, 2011, Respondent interfered with employees' Section 7 rights to choose their bargaining representative, by its contract bargaining proposal for the Kenosha/Racine Units, and about April 11, 2011, by its contract bargaining proposal for the Menasha Store. Both proposals included 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.

(b) About November 6, 2011, Respondent, by the implementation of its overall contract proposal for the Menasha Store, promulgated and since then has maintained the rule described in paragraph 20(a), including barring Jim Ridderbush from the store.

(c) About December 18, 2011, Respondent, by the implementation of its overall contract proposals for the Kenosha/Racine Units, promulgated and since then has maintained the rule described in paragraph 20(a), including barring Jim Ridderbush from the store.

21. (a) As set forth above in paragraph 12(b), Respondent and the Union maintained in effect and enforced a collective-bargaining agreement, from April 15, 2009 to April 1, 2011, covering wages, hours, and other terms and conditions of employment for the Kenosha/Racine Clerks Unit.

(b) About April 14, 2011, Respondent's employee, Larry Angelici, a Union Steward and Union Bargaining Committee member, claimed his contractual right to bump a less senior employee when he was informed his work hours were being reduced.

(c) The claim of employee Angelici described above in paragraph 21(b) relates to the maintenance of the status quo of terms and conditions employment following the expiration of the collective-bargaining agreement described above in paragraph 21(a).

(d) About April 25, 2011, Respondent transferred its employee Larry Angelici from Store 5 to Store 9.

(e) Respondent engaged in the conduct described above in paragraph 21(d) because Angelici engaged in the conduct described above in paragraph 21(b), and to discourage employees from engaging in these or other concerted activities.

(f) Respondent engaged in the conduct described above in paragraph 21(d) because Angelici assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

22. (a) About April 5, 2011, Respondent refused to apply a credit for hours spent in bargaining to contractual benefits for the following employee members of the Kenosha/Racine Units' Union bargaining committee: Larry Angelici, Ryen Chambasien, Terri Houlette, Kenneth Klassy, Robert Moreno, and David Torgerson.

(b) About April 25, 2011, Respondent informed Larry Angelici, Ryen Chambasien, Terri Houlette, Kenneth Klassy, and Robert Moreno they would have to use vacation or holiday hours in order to receive credit toward contractual benefits for the hours they spent in bargaining.

(c) Respondent engaged in the conduct described above in paragraphs 22(a) and 22(b) because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

23. (a) About April 25, 2011, Respondent refused to change the scheduled day off for its employee and Union bargaining committee member David Torgerson so that he could attend a scheduled bargaining session.

(b) Respondent engaged in the conduct described above in paragraph 23(a) because the named employee of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

24. (a) About April 5, 2011, by engaging in the conduct set forth in paragraph 22(a), Respondent changed its policy regarding credit toward contractual benefits for the hours employee bargaining committee members spent in bargaining.

(b) The subject set forth above in paragraph 24(a) relates to wages, hours, and other terms and conditions of employment of the Unit and is a mandatory subject for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 24(a) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct.

25. (a) James Schroeder held the following positions with the Union while he was employed by Respondent in the Kenosha/Racine Clerks Unit:

- (i) Steward for approximately 25 years;
- (ii) Executive Board for about 12 years;
- (iii) Bargaining Committee Member.

(b) About early April 2011, a more specific date is currently unknown to the Acting General Counsel, James Schroeder engaged in concerted activities with other employees for the purposes of mutual aid and protection by discussing and identifying the location of a newly installed security camera in an employee area of the store.

(c) About April 22, 2011, Respondent terminated its employee James Schroeder.

(d) Respondent engaged in the conduct described above in paragraph 25(c), because Schroeder engaged in the conduct described above in paragraph 25(b), and to discourage employees from engaging in these or other concerted activities.

(e) Respondent engaged in the conduct described above in paragraph 25(c) because the named employee of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

26. (a) At various times from about January 10, 2011, through July 18, 2011, Respondent and the Union met for the purposes of negotiating a successor collective-bargaining agreement to the agreement described above in paragraph 8(b) (Menasha Store Unit).

(b) At various times from about April 5, 2011, through September 27, 2011, Respondent and the Union met for the purposes of negotiating successor collective-bargaining agreements to the agreements described above in paragraphs 12(b) (Kenosha/Racine Clerks Unit) and 14(b) (Kenosha/Racine Meat Unit).

(c) During the periods described above in paragraphs 26(a) and 26(b), Respondent engaged in the following conduct, in addition to the conduct detailed below in paragraph 29(a) and its sub-paragraphs:

(i) Distributed a health care application form to the unit employees prior to bargaining over the form with the Union, despite the Union's request for such bargaining.

(ii) Discontinued dues checkoff for the bargaining units, as described more fully below in paragraph 30;

(iii) Refused to provide the Union with relevant and necessary information, as described more fully below in paragraph 32;

(iv) Unilaterally changed various employment rules, as described more fully below in paragraph 31;

(v) Unilaterally installed surveillance cameras for the purpose of monitoring employee work areas and terminated an employee as a result of that installation, as described more fully below in paragraph 33;

(vi) Unilaterally changed the policy regarding paying employee members of the bargaining committee for their time in bargaining, as described more fully above in paragraph 24;

(vii) Unilaterally implemented its proposals regarding bumping rights, as described more fully below in paragraph 28(d);

(viii) Unilaterally implemented its proposals regarding department head selection, as described more fully below in paragraph 28(e);

(ix) Unilaterally changed the number of store managers assigned to three of its corporate stores, as described more fully below in paragraph 34;

(x) About June 29, 2011, refused to consider the Union's requests for necessary and relevant information unless they were put in writing;

(xi) Required a Union Representative to prove his identity prior to providing him with a copy of company postings displayed in the employee break room in the Menasha store;

(xii) Refused to consider Union proposals in regard to the Kenosha/Racine contracts, as described more fully below in paragraph 36;

(xiii) Insisted on non-mandatory subjects of bargaining for the Kenosha/Racine Units, as described more fully below in paragraphs 37 and 38;

(xiv) Announced there was no need to continue to meet and bargain regarding the Menasha contract because the Union already had the company's last, best offer, as described more fully below in paragraph 35(c);

(xv) Notified employees and the Union that it would be implementing its last, best, and final offer in Menasha without reaching a valid impasse, as described more fully below in paragraphs 35(d) and 35(g);

(xvi) Declared impasse with respect to the Menasha contract, without reaching a valid impasse, as described more fully below in paragraph 35(d);

(xvii) Implemented its last, best, final offer with respect to the Menasha contract, as described more fully below in paragraphs 35(e) and 35(g);

(xviii) Provided the Union with a last, best offer with respect to the Kenosha/Racine Units, as described more fully below in paragraph 39(a);

(xix) Declared impasse with respect to the Kenosha/Racine Units, without reaching a valid impasse, as described more fully below in paragraphs 39(b), 39(c), and 39(f);

(xx) Implemented its last, best offer with respect to the Kenosha/Racine Units' contracts, as described more fully below in paragraph 39(d);

(xxi) Put up postings on the bulletin boards at the Kenosha/Racine stores that encouraged employees to decertify the Union, as described more fully above in paragraph 17(a);

(xxii) Put up postings on the bulletin boards at all the stores that denigrated the Union, as described more fully above in paragraph 17(d);

(xxiii) Put up postings on the bulletin boards at the Menasha store that denigrated the Union, as described more fully above in paragraphs 17(g) and 17(h);

(xxiv) Made coercive statements at the bargaining table in order to dissuade an employee from pursuing their contractual rights, as described more fully above in paragraph 17(c).

(d) By its overall conduct, including the conduct described above in paragraph 26(c) and its subparagraphs, Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Menasha Unit and the Kenosha/Racine Units.

(e) By its overall conduct, including the conduct described above in paragraph 26(c) and its subparagraphs, Respondent has bargained with no intention of reaching agreement.

27. About March 14, 2011, Respondent announced that it was closing and selling its retail operations at the Oshkosh Store and Stores 43 and 44 in Racine.

28. (a) About March 14, 2011, the Union requested that the Respondent bargain about the effects of its decision to sell the Oshkosh Store and Stores 43 and 44 in Racine.

(b) At various times from about March 14, 2011 through June 3, 2011, Respondent and the Union met for the purposes of negotiating the effects of the Employer's decision to sell the Oshkosh Store and Stores 43 and 44.

(c) About May 2, 2011, Respondent provided the Union with a revised proposal regarding the effects of the Employer's decision to sell Stores 43 and 44 on bumping and department head selection for the remaining Kenosha/Racine stores.

(d) About May 21, 2011, Respondent implemented its May 2, 2011 proposal regarding the effects of the sales, including the manner in which employees of Stores 43 and 44 would bump into the remaining bargaining unit stores.

(e) About May 21, 2011, Respondent implemented its May 2, 2011 proposal regarding the effects of the sales, including the manner in which department heads for the remaining Kenosha/Racine stores would be selected.

(f) The subjects set forth above in paragraphs 28(d) and 28(e) relate to wages, hours, and other terms and conditions of employment of the Kenosha/Racine Clerks Unit and are mandatory subjects for the purposes of collective bargaining.

(g) Respondent engaged in the conduct described above in paragraphs 28(d) and 28(e) without first bargaining with the Union to a good-faith impasse.

29. (a) During the period described above in paragraph 28(b), Respondent engaged in the following conduct, in addition to the conduct detailed in 26(c)(i-xxiv):

(i) Unilaterally changed the policy regarding paying employee members of the bargaining committee for their time in bargaining, as described more fully above in paragraph 24;

(ii) Refused to consider Union proposals;

(iii) Accepted only portions of the Union proposals that were favorable to Respondent and rejected unfavorable portions;

(iv) Unilaterally implemented its proposals regarding bumping rights, as described more fully above in paragraph 28(d);

(v) Unilaterally implemented its proposals regarding department head selection, as described more fully above in paragraph 28(e).

(b) By its overall conduct, including the conduct described above in paragraph 29(a) and its subparagraphs, Respondent has failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Oshkosh Unit and Kenosha/Racine Units regarding the effects of Respondent's decision to sell Stores 25 (Oshkosh), 43 (Racine) and 44 (Racine) to franchisees.

(c) By its overall conduct, including the conduct described above in paragraph 29(a) and its subparagraphs, Respondent has bargained with no intention of reaching agreement.

30. (a) About February 1, 2011, Respondent ceased dues checkoff for the Menasha and Oshkosh Units.

(b) About March 1, 2011, Respondent ceased dues checkoff for the Kenosha/Racine Meat Unit.

(c) About April 1, 2011, Respondent ceased dues checkoff for the Kenosha/Racine Clerks Unit.

(d) About September 7, 2011, Respondent ceased dues checkoff for the Sheboygan Meat and Clerks Units.

(e) The subjects set forth above in paragraphs 30(a) through 30(d) relate to wages, hours, and other terms and conditions of employment of the respective Units and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraphs 30(a) through 30(d) without affording the Union an opportunity to bargain with Respondent with respect to this conduct and without first bargaining with the Union to a good-faith impasse.

31. (a) About April 1, 2011, Respondent failed to continue in effect all the terms and conditions of the agreements described in paragraphs 8(b) (Menasha Store), 10(b) (Oshkosh Store) and 14(b) (Kenosha/Racine Meat Unit) by implementing a revised Attendance and Discipline Policy.

(b) The subjects set forth above in paragraph 31(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 31(a) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct.

32. (a) Since about April 5, 2011, the Union has requested, by oral request during bargaining, that Respondent furnish the Union with the following information: any and all correspondence between the Employer and the buyers of Stores 25, 43, and 44.

(b) The information requested by the Union, as described above in paragraph 32(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about April 5, 2011, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 32(a).

33. (a) About April 2011, a more specific date is unknown to the Acting General Counsel at this time, Respondent installed security cameras in the back room and milk cooler areas of Store 37.

(b) The subject set forth above in paragraph 33(a) relates to wages, hours, and other terms and conditions of employment of the Kenosha/Racine Units and is a mandatory subject for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 33(a) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct.

(d) As a result of Respondent's conduct described above in paragraph 33(a), on about April 22, 2011, Respondent terminated its employee James Schroeder.

34. (a) As set forth in the respective collective-bargaining agreements and/or by past practice, there has been one store manager in each store and the store manager has been allowed to perform bargaining unit work under certain conditions.

(b) About May 21, 2011, Respondent assigned a second store manager to work in Stores 9 and 37 in Racine and in the Menasha store.

(c) Since about May 21, 2011, two store managers have worked in each of the stores referenced above in paragraph 34(b), and each has continued to perform bargaining unit work within his respective bargaining unit.

(d) The subjects set forth above in paragraphs 34(b) and 34(c) relate to wages, hours, and other terms and conditions of employment of the Kenosha/Racine Units and the Menasha Unit and are mandatory subjects for the purposes of collective bargaining.

(e) Respondent engaged in the conduct described above in paragraphs 34(b) and 34(c) without prior notice to the Union and/or without affording the Union an opportunity to bargain with Respondent with respect to this conduct and/or the effects of this conduct and/or without first bargaining with the Union to a good-faith impasse.

35. (a) About September 12, 2011, Respondent provided the Union with its last, best offer for the Menasha Unit, which included modifications to various terms and conditions of employment, including the employees' health insurance premiums.

(b) About September 27, 2011, the Union requested that Respondent continue to meet to bargain collectively about the Menasha contract, including modifications to various terms and conditions of employment, including the employees' health insurance premiums.

(c) About September 27, 2011, Respondent, by its attorney during a bargaining session for the Kenosha/Racine Units failed and refused to bargain collectively about the Menasha Store contract, as set forth above in paragraph 35(b), stating that the Union already had the company's last, best offer, so there was no need to meet.

(d) About October 26, 2011, Respondent, by letter, declared to the Union that, due to the parties' impasse in bargaining for a successor collective-bargaining agreement for the Menasha Unit, Respondent would be implementing, effective November 6, 2011, its last, best offer for that successor agreement.

(e) About November 6, 2011, Respondent implemented its last, best offer for agreement for the Menasha Unit, including increased health insurance premiums.

(f) The subjects set forth above in paragraph 35(b) relate to wages, hours, and other terms and conditions of employment of the Menasha Unit and are mandatory subjects for the purposes of collective bargaining.

(g) Respondent engaged in the conduct described above in paragraph 35(e) without first bargaining with the Union to a good-faith impasse.

36. (a) About September 27, 2011, the Union, by presentation of its proposal, requested that Respondent bargain collectively about the manner in which the Family Medical Leave Act (FMLA) would be implemented for the Kenosha/Racine Units.

(b) The subject set forth above in paragraph 36(a) relates to wages, hours, and other terms and conditions of employment of the Kenosha/Racine Units and is a mandatory subject for the purposes of collective bargaining.

(c) Since about September 27, 2011, Respondent has failed and refused to bargain collectively about the subject set forth above in paragraph 36(a).

37. (a) About September 27, 2011, Respondent insisted, as a condition of reaching any collective-bargaining agreement for the Kenosha/Racine Units, that the Union agree to bargain based exclusively on the company's last, best proposal.

(b) The condition described above in paragraph 37(a) is not a mandatory subject for the purposes of collective bargaining.

(c) About September 27, 2011, in support of the condition described above in paragraph 37 (a), Respondent refused to set further bargaining dates for the Kenosha/Racine contract except to discuss the Union's questions about Respondent's last, best proposal.

(d) About November 23, 2011 and again about December 14, 2011, in support of the condition described above in paragraph 37 (a), Respondent declared impasse with respect to the Kenosha/Racine Units, and on December 18, 2011, implemented its last, best proposal.

38. (a) About September 27, 2011, Respondent insisted, as a condition of reaching any collective-bargaining agreement for the Kenosha/Racine Units, that the Union agree to take the company's last, best proposal to a vote by the membership.

(b) The condition described above in paragraph 38(a) is not a mandatory subject for the purposes of collective bargaining.

(c) About September 27, 2011, in support of the condition described above in paragraph 38(a), Respondent refused to set further bargaining dates for the Kenosha/Racine contracts until the membership had voted on its last, best proposal.

(d) About November 23, 2011 and again about December 14, 2011, in support of the condition described above in paragraph 38(a), Respondent declared impasse with respect to the Kenosha/Racine Units, and on December 18, 2011 implemented its last, best proposal.

39. (a) About September 27, 2011, Respondent provided the Union with its last, best offers for the Kenosha/Racine Units, which included modifications to various terms and conditions of employment.

(b) About November 23, 2011, Respondent, by letter, declared to the Union that the parties were at impasse in bargaining for successor collective-bargaining agreements for the Kenosha/Racine Units.

(c) About December 14, 2011, Respondent, by letter, declared to the Union that due to the parties' impasse in bargaining for successor collective-bargaining agreements for the Kenosha/Racine Units, Respondent would be implementing, effective December 18, 2011, its last, best offers for those successor agreements.

(d) About December 18, 2011, Respondent implemented its last, best offers for agreement for the Kenosha/Racine Units.

(e) The subjects set forth above in paragraph 39(a) relate to wages, hours, and other terms and conditions of employment of the Kenosha/Racine Units and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraphs 39(b), 39(c), and 39(d) without first bargaining with the Union to a good-faith impasse.

40. By the conduct described above in paragraphs 16, 17, 18, 19, 20, 21(d), 21(e), 25(c), and 25(d), and their respective sub-paragraphs, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

41. By the conduct described above in paragraphs 21(d), 21(f), 22, 23, 25(c) and 25(e), and their respective sub-paragraphs, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

42. By the conduct described above in paragraphs 24, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39, and their respective sub-paragraphs, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

43. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 16, 17, 26 and 29 the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time by a corporate official of Respondent at all its stores represented by the Union.

In view of the extensive history of repeated unfair labor practice violations and prior findings by the Board engaged in by this Respondent, as well as the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 26 and 29, the Acting General Counsel seeks an Order requiring Respondent to: (1) post in all its corporate stores any Notice to Employees that may issue in this proceeding; and (2) send a copy of any Board Order and Notice to Employees to all its employees employed or previously employed during the period January 1, 2011 to date at all its stores represented by the Union.

As part of the remedy for the unfair labor practices alleged above in paragraphs 19, 25, 28, and 33 the Acting General Counsel seeks an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

The Acting General Counsel further seeks as part of the remedy that Respondent be required to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

As part of the remedy for the unfair labor practices alleged above in paragraphs 26 and 29, the Acting General Counsel seeks an Order requiring Respondent to: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; and (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director and also serve the reports on the Union to provide the Union with an opportunity to reply.

As part of the remedy for the unfair labor practices alleged above in paragraph 29, the Acting General Counsel seeks an order requiring that Respondent make whole employees in the Oshkosh and Kenosha/Racine Units in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

As part of the remedy for the unfair labor practices alleged above in paragraph 30 and its sub-paragraphs, the Acting General Counsel seeks an order requiring that Respondent reimburse the Union, with interest, for lost dues that would have been remitted to the Union.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before April 13, 2012, or postmarked on or before April 12,**

**2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

**NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **May 29, 2012, at 1 p.m. at the Hearing Room, National Labor Relations Board, 310 W. Wisconsin Ave., Suite 700 W, Milwaukee, WI**, and on consecutive work days thereafter **through June 8, 2012**, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Signed at Milwaukee, Wisconsin on March 30, 2012.

/s/ Irving E. Gottschalk

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Irving E. Gottschalk, Regional Director  
Thirtieth Region  
310 West Wisconsin Avenue, Suite 700W  
Milwaukee, WI 53203

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

*(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)*

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

(OVER)

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.

NATIONAL LABOR RELATIONS BOARD  
NOTICE

OCC, COMP &amp; NHR March 30, 2012

Cases 30-CA-18915 et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour and place indicated. Postponements will not be granted unless good and sufficient grounds are shown and the following requirements are met:

- 1) *The request must be in writing. An original and two copies must be served on the Regional Director;*
- 2) *Grounds thereafter must be set forth in detail;*
- 3) *Alternative dates for any rescheduled hearing must be given;*
- 4) *The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and*
- 5) *Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.*

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

## CERTIFIED

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