

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

RECREATIONAL EQUIPMENT, INC.

and

Case 32-CA-345434

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

COMPLAINT AND NOTICE OF HEARING

This Complaint is based on a charge filed by United Food and Commercial Workers International Union (the Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Recreational Equipment, Inc. (Respondent) has violated the Act as described below.

1.

The charge in this case was filed by the Union on June 26, 2024, and a copy was served on Respondent by U.S. Mail on July 1, 2024.

2.

(a) At all material times Respondent, a State of Washington corporation with offices and places of business located throughout the United States, including the facilities listed in Attachment A (the facilities), has been engaged in the business of the retail sale of outdoor/recreational apparel and of providing outdoor recreation services.

(b) In conducting its business operations described above in paragraph 2(a), during the past twelve months, a representative period, Respondent derived gross revenues in excess of \$500,000.

(c) In conducting its business operations described above in paragraph 2(a), during the past twelve months, a representative period, Respondent purchased and received at its Berkeley, California facility goods valued in excess of \$5,000 directly from points located outside the State of California.

3.

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

4.

At all material times, each of the following have been labor organizations (collectively, the Unions) within the meaning of Section 2(5) of the Act:

- (1) Retail, Wholesale and Department Store Union
- (2) United Food and Commercial Workers, Local 5
- (3) United Food and Commercial Workers, Local 663
- (4) United Food and Commercial Workers, Local 1208
- (5) United Food and Commercial Workers, Local 1445
- (6) United Food and Commercial Workers, Local 3000
- (7) United Food and Commercial Workers International Union
- (8) United Food and Commercial Workers, Local 700

5.

At all material times, the following individuals, whose names are known to Respondent, 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 (13) of the Act:

[Name Withheld - 1] - Respondent's Counsel

6.

(a) The following employees of Respondent at the facilities identified in Attachment A, as referenced above in paragraph 2(a), constitute separate single-store units (collectively the Units) appropriate for the purposes of collective bargaining within the meaning Section 9(b) of the Act:

All full-time and regular part-time employees employed by Respondent at each of the facilities; but excluding professional employees, managers, sales managers, confidential employees, office clerical employees, loss prevention employees, and guards and supervisors as defined in the Act.

(b) On various dates from March 3, 2022, through February 9, 2024, representation elections were conducted among the employees in the Units at the facilities identified in Attachment A, and were subsequently certified as the exclusive collective bargaining representative of the corresponding Unit and on the corresponding date as set forth in Attachment A.

(c) Since each of the certification dates beginning on March 10, 2022, through June 20, 2023, based on Section 9(a) of the Act, each certified Union as set forth in Attachment A, based on the elections described above in paragraph 6(b), have been the exclusive collective-bargaining representative of each of the corresponding Units at Respondent's facilities for locations in New York (SoHo), Berkeley, Chicago (Lincoln Park), Beachwood (Cleveland), Boston, Durham, Maple Grove, and Bellingham, as set forth in Attachment A.

(d) Since its February 9, 2024, representation election victory, as referenced above in paragraph 6(b), based on Section 9(a) of the Act, United Food and Commercial Workers, Local

700 (Local 700) has been the exclusive collective-bargaining representative of the Unit at the 8490 Castleton Corner Dr., Indianapolis, Indiana (Castleton), facility.

7.

(a) At Respondent's Berkeley location, since about 2010 and prior to the to unionization of the Berkeley facility, Respondent granted its Berkeley employees annual Merit Pay wage increases on a scale of approximately 1% to 5%.¹

(b) At Respondent's Berkeley and New York locations, for at least the past 10 years prior to the to the certification of the respective Unions, Respondent granted its Berkeley and New York employees annual Summit Pay monetary payouts based on the previous year's Summit Pay Plan criteria.

(c) At Respondent's Beachwood, Bellingham, Boston, Chicago, Durham, Indiana, Maple Grove, and New York locations, since about 2010 and prior to the certification of the respective Unions, Respondent granted its Beachwood, Bellingham, Boston, Chicago, Durham, Indiana, and Maple Grove employees annual Merit Pay wage increases on a scale of approximately 1% to 5%.

(d) At Respondent's Beachwood, Bellingham, Boston, Chicago, Durham, Indiana, and Maple Grove locations, for at least around 10 years prior to the certification of the respective Unions, Respondent granted its Beachwood, Bellingham, Boston, Chicago, Durham, Indiana, and Maple Grove employees annual Summit Pay monetary payouts based on the previous year's Summit Pay Plan criteria.

¹ Respondent's failure to issue Summit Pay Plan payments and Merit Pay wage increases to its Berkeley Unit employees in 2023 was the subject of the Consolidated Complaint in Cases 32-CA-311227, 32-CA-311234, 32-CA-311581, 32-CA-313152, and 32-CA-313171, in which testimony was taken before Judge John Giannopoulos, Administrative Law Judge for the San Francisco Division of Judges of the National Labor Relations Board, on October 16 through 18, 2024, in Oakland, California. The matter is currently pending before Judge Giannopoulos. Nothing in this Complaint is alleging violations pending before Judge Giannopoulos.

(e) About February 15, 2024, Respondent, through its legal representatives in separate emails to the Unions set forth in paragraph 4, informed the respective Unions at each facility that:

- (i) Respondent was excluding Berkeley Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (ii) Respondent was excluding New York (SoHo) Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (iii) Respondent was excluding Beachwood (Cleveland) and Chicago (Lincoln Park) Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (iii) Respondent was excluding Bellingham Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (iv) Respondent was excluding Boston Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (v) Respondent was excluding Durham Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.
- (vi) Respondent was excluding Indiana (Castleton) Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.

(vi) Respondent was excluding Maple Grove Unit employees from the 2024 annual Merit Pay wage increases and from participating in 2024 annual Summit Pay plan.

(f) About February 15, 2024, the Unions requested that Respondent bargain with the Unions about the subject matters set forth in the emails described in paragraph 7(e).

(g) The subjects set forth above in paragraphs 7(a), 7(b), 7(c), 7(d), and 7(e) relate to the wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for the purposes of collective bargaining.

(h) Respondent engaged in the conduct described above in paragraph 7(e):

- (i) without prior notice to the respective Unions and without affording those Unions an opportunity to bargain with Respondent with respect to this conduct,
- (ii) and/or the effects of this conduct,
- (iii) and/or without first bargaining with the respective Unions for an initial collective bargaining agreement or to an overall good-faith impasse for an initial collective-bargaining agreement.

8.

(a) Since at least February 2024, and continuing annually to date, Respondent failed to issue annual Summit Pay Plan payments to its Berkeley and New York Unit employees.

(b) Since at least February 2024, and continuing annually to date, Respondent failed to issue the annual Merit Pay wage increases to Unit employees at its facilities set forth in Attachment A.

(c) Since at least February 2024, and continuing annually to date, Respondent excluded Unit employees at its facilities set forth in Attachment A from participating in the annual Summit Pay Plan and from receiving subsequent annual Summit Pay monetary payouts.

(d) Since at least February 2024, and continuing annually to date, Respondent allowed annual Summit Pay Plan participation and subsequent Summit Pay Plan payments and provided Merit Pay wage increases to its non-Unit employees while withholding the same from the Unit employees following the respective certifications of the Unions.

(e) Respondent engaged in the conduct described above in paragraphs 8(a), 8(b), and 8(c) because the Unit employees formed, joined and/or assisted the Unions and engaged in concerted activities, and to discourage employees from engaging in these activities.

(f) In the alternative to paragraph 8(e), the conduct described above in paragraphs 8(a), 8(b), and 8(c) is inherently destructive of the rights guaranteed employees by Section 7 of the Act.

9.

By the conduct described above in paragraph 7(h), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representatives of its employees in violation of Section 8(a)(1) and (5) of the Act.

10.

By the conduct described above in paragraphs 8(e) and 8(f), 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.

11.

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

REMEDIES

12.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 7, 8, 9 and 10, and in addition to the Board's standard remedies, the Acting General Counsel seeks an Order requiring: (a) that Respondent physically post and electronically distribute the Notice to Employees at all its stores nationwide; and (b) that at a meeting or meetings scheduled during worktime and to ensure the widest possible attendance, a responsible agent of Respondent read the Notice to Employees to its employees in the presence of a Board agent and Union representatives or, alternatively, that a Board agent read the Notice to Employees to Respondent's employees at a meeting or meetings scheduled during worktime and to ensure the widest possible attendance and in the presence of a responsible agent of Respondent and Union representatives.

FURTHER, as part of the remedy for the unfair labor practices alleged above in paragraphs 7 and 8, and in addition to the Board's standard remedies, the Acting General Counsel seeks an order requiring Respondent, upon request of the Unions, to restore the Unit employees' terms and conditions of employment as they existed before certification of their respective Unions, including participation in the annual Summit Pay Plan and receipt of the annual Summit Pay payments and Merit Pay wage increases, and provide retroactive payment of Summit Pay Plan payments and Merit Pay wage increases to the Unit employees on the same terms and/or under the same formula as would have been applicable when the payments were made to Respondent's non-Unit employees.

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 Complaint. The answer must be **received by this office on or before April 2, 2025**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. 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, beginning on **December 9, 2025**, at 9:00 a.m., in the Oakland Regional Office located at 1301 Clay Street, Suite 1510N, Oakland, CA 94612, and on consecutive days thereafter until concluded, 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 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.

DATED AT Oakland, California, this 19th day of March 2025.



Christy J. Kwon
Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 1510N
Oakland, CA 94612

Attachments

Attachment A to Complaint in Case 32-CA-345434

	Case Number	Location	Certification	Certified Union
(1)	02-RC-289255	New York (SoHo) 303 Lafayette Street, New York, NY 10012	March 10, 2022	Retail, Wholesale and Department Store Union
(2)	32-RC-297920	Berkeley 1338 San Pablo Avenue Berkeley, CA 94702	September 2, 2022	United Food and Commercial Workers, Local 5
(3)	13-RC-315223	Chicago (Lincoln Park) 905 West Eastman Street Chicago, IL 60642	March 12, 2023	Retail, Wholesale and Department Store Union
(4)	08-RC-310202	Beachwood (Cleveland) 411 Park Avenue, Suite 143 Beachwood, OH 44122	March 15, 2023	Retail, Wholesale and Department Store Union
(5)	01-RC-315924	Boston 401 Park Drive, Suite 103 Boston, MA 02215	May 31, 2023	United Food and Commercial Workers, Local 1445
(6)	10-RC-316106	Durham 6911 Fayetteville Rd., #109 Durham, NC 27713	June 5, 2023	United Food and Commercial Workers, Local 1208
(7)	18-RC-317833	Maple Grove 11581 Fountains Drive Maple Grove, MN 55369	June 16, 2023	United Food and Commercial Workers, Local 663
(8)	19-RC-317139	Bellingham 400 36 th Street Bellingham, WA 98225	June 20, 2023	United Food and Commercial Workers, Local 3000
(9)	25-RC-333262	Indiana (Castleton) 8490 Castleton Corner Dr. Indianapolis, Indiana	February 20, 2024	United Food and Commercial Workers, Local 700

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases 32-CA-345434

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 filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (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.

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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court 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 ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are 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. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting 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 provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

RECREATIONAL EQUIPMENT, INC.

and

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

Case: 32-CA-345434

Date: March 19, 2025

AFFIDAVIT OF SERVICE OF COMPLAINT AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the persons at the addresses and in the manner indicated below. Persons listed below under "E-Service" have voluntarily consented to receive service electronically, and such service has been effected on the same date indicated above.

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E-FILE

March 19, 2025

Date

Frances Hayden, Designated Agent of NLRB

Name

/s/ Frances Hayden