

**ATTACHMENT**  
**Charge Against Employer**  
**SEIU Wisconsin and**  
**Group Health Cooperative of South Central Wisconsin**

1. Since on or about December 12, 2024, and continuing to date, the above-referenced Employer failed and refused to bargain in good faith by refusing to recognize the Union upon its assertion of majority support while committing unfair labor practices that would affect the outcome of an election.
2. On or about April 23, 2025, and continuing to date, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by compelling employees to attend captive audience meetings at its East Clinic on pain of discipline or discharge.
3. On or about April 24, 2025, and continuing to date, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by compelling employees to attend captive audience meetings at its Hatchery Hill Clinic, on pain of discipline or discharge.
4. On or about April 23, 2025, and continuing to date, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by interrogating employees at its East Clinic about their union affiliation and activities on behalf of the union.
5. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by threatening employees with lower annual wage increases because of their union affiliation and activities on behalf of the Union.
6. On or about April 23, 2025, that above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by threatening employees with loss of their employment if they engaged in Union activities.
7. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by interrogating them about the unfair labor practice charges filed regarding the unlawful termination of Pearl Lee without providing requisite *Johnnie's Poultry* assurances.
8. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by informing employees that their support of the Union would be futile because the Union would permit employees with long "rap sheets of mistakes" to take care of employees' families and loved ones.
9. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by informing employees that their support of the Union would be futile because "unions are only beneficial for trades workers because they work 60-plus hours per week" and that unions don't "belong in healthcare."
10. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by giving employees the impression that

their Union affiliation and activities were under surveillance by telling them to visit Sharepoint "due to lots of misinformation circulating."

11. On or about April 23, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by providing misleading and false information about the NLRB representation case process, indicating that call center and reception employees are excluded because they are not "health professionals".
12. On or about April 25, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by sending an email to all employees regarding "High Expectations" that threatens employees that the Employer will "part ways with a team member" as a "last resort".
13. On or about April 25, 2025, the above-referenced Employer failed and refused to bargain in good faith by implementing a new policy regarding "High Expectations" that threatens employees that the Employer will "part ways with a team member" as a "last resort".
14. On or about April 29, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by stating that it may be upsetting for patients to see Union activity.
15. On or about April 29, 2025, the above-referenced Employer informed employees to take down Union flyers because of their Union affiliation and activities on behalf of the Union.
16. On or about April 29, 2025, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by informing employees that they were not permitted to discuss Union matters with coworkers during business hours.
17. On or about April 29, 2025, the above-referenced Employer failed and refused to bargain in good faith by implementing a new policy prohibiting employees from discussing Union matters with coworkers during business hours.
18. During the last six months, and continuing to date, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by maintenance of its overly broad work rules.
19. During the last six months, and continuing to date, the above-referenced Employer coerced and restrained employees in the exercise of their Section 7 rights by maintenance of its overly broad policy on equipment and facilities.

By the above and other acts, the above-named Employer has interfered with, restrained, or coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

### **Request for Cemex Bargaining Order**

Due to the fact that the Union had obtained a card majority in an appropriate unit and the Employer refused to recognize the Union upon its assertion of that majority support while thereafter committing unfair labor practices that would affect the outcome of the election, the Charging Party requests that the General Counsel seek a remedial bargaining order under *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (2023).

### **Request for 10(j) Injunctive Relief**

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