

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

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

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name United Food and Commercial Workers, Local 7		b. Union Representative to contact Kim Cordova	
c. Address (Street, city, state, and ZIP code) 7760 West 38th Avenue, Suite 400, Wheat Ridge, CO 80033		d. Tel. No. (303) 425-0897	e. Cell No.
		f. Fax No. (303) 424-2416	
		g. e-mail kcordova@ufcw7.com	

h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) (1), (3), (d) 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 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)
Within the six months prior to the filing of this Charge, the above named labor organization has engaged in bad faith/surface bargaining in violation of Section 8 of the Act. Please see Attachment A to this Charge for additional facts detailing the basis of the Charge.

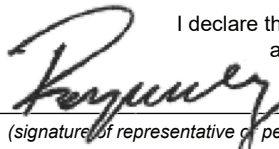
3. Name of Employer Dillon Companies, LLC d/b/a King Soopers	4a. Tel. No.	b. Cell No.	c. Fax No.
	d. e-mail athar.bilgrami@kingsoopers.com		

5. Location of plant involved (street, city, state and ZIP code) 65 Tejon St, Denver, CO 80223	6. Employer representative to contact See Below
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7. Type of establishment (factory, mine, wholesaler, etc.) Retail Grocery	8. Identify principal product or service Groceries	9. Number of workers employed
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10. Full name of party filing charge
Athar Bilgrami

11. Address of party filing charge (street, city, state and ZIP code) 65 Tejon Street Denver, CO 80223	11a. Tel. No.	b. Cell No.	c. Fax No.
	d. e-mail athar.bilgrami@kingsoopers.com		

12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 719-448-4016
 (signature of representative of person making charge)	Raymond M. Deeny (Print/type name and title or office, if any)	Cell No.
90 South Cascade Avenue, Suite 1500 Address Colorado Springs, Colorado 80903		Fax No. 719-635-4576
Date January 10, 2021		e-mail RDeeny@shermanhoward.com

**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 may cause the NLRB to decline to invoke its processes.

ATTACHMENT A TO CHARGE

Since in or about October, 2021, the UFCW Local 7 and the UFCW International Union (collectively “the Union”) have violated Sections 8(d), 8(b)(1) and (3) of the Act by refusing and failing to bargain in good faith, delaying meaningful discussions, and by engaging in a pattern of conduct designed to frustrate and prevent the negotiation of a new collective bargaining agreement covering certain King Soopers retail grocery stores.

The Union’s unlawful conduct includes, but is not limited to, the following:

- The Union has refused to engage in any meaningful discussions regarding the negotiation of a new collective bargaining agreement. On December 29, 2021, King Soopers presented its comprehensive offer. The Union summarily rejected the offer without review or discussion. The Union did not present a counteroffer or otherwise engage in any discussion regarding King Soopers’ proposals and abruptly ended the meeting.
- King Soopers offered to meet and negotiate every day for the remainder of the week and any time. The Union refused to schedule any meetings or meet. Most recently, the Union has refused to meet and negotiate since the early morning hours of January 6, 2022, even after numerous requests by King Soopers to engage in bargaining.
- On December 30, 2021, the Union began notifying the press, the public and its bargaining unit members that they would be conducting authorization votes for a “strike” commencing at midnight on January 8, 2022. On January 7, 2022, the Union announced that the strike would commence at 5:00 a.m. on January 12, 2022.
- Since October 2021, the Union refuses to meet and negotiate at reasonable times and places and with assistance of telefeed communication to avoid disruption of the bargaining.
- The Union has made and insisted on unreasonable contract proposals that it knew would be unacceptable to King Soopers in an attempt to delay and frustrate bargaining. For example, on January 6, 2022, at 3:30 a.m., the Union transmitted an unreasonable proposal knowing it would be unacceptable to King Soopers to further frustrate bargaining and delay negotiations until the contract expires and striking could commence.
- The Union continues to insist on bargaining for units not included in these present negotiations and over illegal subjects.
- The Union refuses to use the assistance of the federal mediation process.
- Immediate Section 10(j) relief is appropriate. The Union’s bad faith bargaining poses a real danger of creating industrial unrest. *See NLRB Section 10(j) Manual Section 2.1.* The Union’s bad faith conduct has been calculated to delay and frustrate any meaningful negotiations while the current Agreement is still in place with the intent to immediately strike after the expiration of the contract. The imminent strike is to be taken in support of the Union’s unlawful and improper bargaining tactics and positions. A work stoppage

would have significant detrimental impact on King Soopers' associate employees who have been deceived by the Union.