JD(NY)-41-10
Garfield, NJ

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

SK USA CLEANERS, INC.

and **Case No. 22-CA-29291**

INTERNATIONAL UNION OF JOURNEYMEN AND ALLIED TRADES, LOCAL 947

***Marguerite R. Greenfield, Esq.,* Newark, NJ, for the General Counsel.**
***Yi Jae Cho, Owner,* for the Respondent.**

DECISION

Statement of the Case

STEVEN DAVIS, Administrative Law Judge: Based on a charge filed by the International Union of Journeymen and Allied Trades, Local 947 (Union) on January 20, 2010, a complaint was issued on March 16, 2010 against SK USA Cleaners, Inc. (Respondent or Employer).

The complaint, as amended at the hearing, alleges essentially that since about January, 2010, the Respondent, in violation of Section 8(a)(1) and (5) of the Act, failed to suspend and discharge those employees who failed to become or remain members of the Union, as provided in the union security clause of the contract between it and the Union. The complaint further alleges that the Respondent interrogated employees and solicited them to sign a disaffection petition.

The Respondent's answer denied the material allegations of the complaint, and raised certain affirmative defenses.[1] On August 6, 2010, a hearing was held before me in Newark, New Jersey. On the entire record, including my observation of the demeanor of the witnesses, and after considering the brief filed by the General Counsel, I make the following:

Findings of Fact

I. Jurisdiction and Labor Organization Status

The Respondent, a New Jersey corporation having an office and place of business in Garfield, New Jersey, has been engaged in the operation of a commercial laundry and dry cleaning business. During the past 12 months, the Respondent has purchased and received at

---

[1] The affirmative defenses include assertions that owner Yi Jai Cho has physical ailments, the Respondent is in financial distress, the Union made false and fraudulent promises to employees, no members of the Union are currently employed by the Respondent, and Cho signed the collective-bargaining agreement under duress. In addition to finding that these defenses are irrelevant to the allegations of the complaint, I note that the Respondent was ordered by the Board and the Court of Appeals to execute the contract.

its facility, goods and supplies valued in excess of $50,000 from other enterprises (including PSE&G) located within the State of New Jersey, which enterprises received those goods and supplies directly from suppliers located outside New Jersey. The Respondent admits and I find that it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

Gloria Larrondo, the Union's president, testified without contradiction that the Union is a local union which maintains collective-bargaining agreements with employers covering wages, working conditions and benefits for employees, who are admitted to membership in the Union. The Union has been certified by the Board as the exclusive collective-bargaining representative of the employees at issue. I accordingly find and conclude that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. The Alleged Unfair Labor Practices

A. The Facts

1. Background

On March 22, 2006, the Board issued its Decision and Order, reported at 346 NLRB No. 63 (unpublished), in which, upon a motion for default judgment, it found that the Respondent interrogated and polled employees regarding their union membership, threatened them because of their union support, and made deductions from the paychecks of four employees and discharged them when they engaged in a concerted refusal to work because of the deductions from their paychecks.[2]

On April 28, 2006, the Union was certified by the Board after an election in the following appropriate unit:

> All full time and regular part time washing machine operators, press operators, button openers, ticketing employees, packaging employees, and drivers employed by the Employer at its 141 Lanza Avenue, Suite 131, Garfield New Jersey facility, but excluding all managerial employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

On May 21, 2008, Administrative Law Judge Eleanor MacDonald issued a Decision in Case No. 22-CA-27954, finding that the Respondent had unlawfully failed to execute an agreed-upon collective-bargaining agreement with the Union, and also finding that, through its supervisor and agent Adolfo Garcia, it solicited employees to decertify the Union by drawing up and collecting signatures for a decertification petition, and directing the filing of the petition with the Board.[3] Judge MacDonald ordered that the contract be executed by the Respondent. No exceptions were filed to the Decision and it was adopted by the Board on July 18, 2008. On March 12, 2009, the Third Circuit Court of Appeals enforced the Board's Order.

---

[2] A compliance proceeding was held, pursuant to which the Respondent made partial payments of the backpay due.

[3] JD(NY)-19-08.

Thereafter, in about May, 2009, the Respondent and the Union executed a collective-bargaining agreement which provides that it is effective retroactively from June 1, 2007 to May 31, 2010. It provides, in relevant part, as follows:

> ARTICLE III
> Membership in the Union - To the extent required by law, all employees within the bargaining unit shall become members of the Union on the 31st day after execution of this Agreement, or on the 31st day of employment, whichever is later.
>
> ARTICLE VII
> Section 1 - Membership Fee Check-Off - The Employer shall deduct each month from the wages of each employee covered by this Agreement an amount equal to the monthly membership fee uniformly required by the Union, provided the employee has signed a form authorizing such deduction.
>
> Section 2 - Upon written notice by the Union by certified mail, return receipt requested, that any Employee has failed to become or remain a member in good standing as required above, the Employer shall suspend such Employee for a twenty-four hour period to afford the Employee the opportunity to obtain or regain good standing, failing which, said Employee shall be discharged forthwith.

No notice was given by either party that they wanted to modify or terminate the agreement, and, accordingly, it was automatically renewed on May 31, 2010.

2. The Failure to Discharge Employees Who Did Not Join the Union

In about March or April, 2009, the Union requested and received a list of names of the employees. The list contains the names, addresses and phone numbers of 16 employees. Thereafter, Union president Larrondo sent a letter to the workers asking them to join the Union. She also visited the Respondent's facility about 5 to 10 times per month from September, 2005 to the present in an effort to have them sign cards for the Union. However, none signed.

In the Spring of 2009, Larrondo had several informal meetings with Yi Jae Cho, the Respondent's owner, in an attempt to have the employees join the Union as required by the contract. Those attempts failed, and thereafter she sent two more letters to the workers requesting that they sign cards. Those efforts also failed. In June, 2009, she met with the workers in the shop. Also present was Cho and interpreter Duk Lee.

The purpose of the meeting was to explain to the workers that the contract required, as a condition of employment, that they join the Union. She explained the efforts the Union made to represent them. She testified that the employees were "frightened about joining the Union." Cho testified that when Larrondo and he met with the workers, he asked them to sign the Union application form, but no one signed it because they had already told him that they did not want to join the Union.

On October 20, 2009, Larrondo mailed letters to the employees, in English and Spanish, to the addresses given on the list of 16 employees previously furnished by the Respondent. The letter included an application for membership. The letter stated, in relevant part:

> Please be advised that Local 947, JUJAT was elected in March of 2005 to act as your collective bargaining representative with respect to matters concerning your employment with your Employer. As such the Union entered into a collective bargaining agreement after exceptionally lengthy drawn [sic] bargaining sessions and court cases.
>
> The collective bargaining agreement requires that you, as a condition of your continued employment with SK USA are required to become and remain a member in good standing with the Union. What this means is that you are required to pay periodic dues, assessments and initiation fees (unless waived) that the Union requires to be paid. The Union explained to you that you will not be responsible to pay the going dues rate; instead you will only be deducted $3.25 per week as your dues remittance and this will take effect November 1, 2009. You need not physically join the Union so long as you pay the Union dues. If you do not pay the dues and assessments by November 15, 2009, then the Union has the right to request the employer, SK USA to terminate your employment.
>
> [Two paragraphs follow relating to the employees' right to a reduction of fees pursuant to *Communications Workers v. Beck,* 487 U.S. 735 (1988)]

Larrondo also hand-delivered the letters to the workers in the shop. She stated that they told her "please, I don't want no trouble." They appeared to her to be "frightened" as Cho was nearby. She left the letters at their workstations and on every chair in the lunch area where the employees meet on their breaks. Cho conceded that Larrondo came to the shop several times and asked his employees to sign the union application, and that she also left applications in the shop.

Thereafter, Larrondo did not receive any signed union authorization cards or dues payments from any employee. Accordingly, on January 11, 2010, she sent a letter to the Employer setting forth the union-security provisions of their contract, detailed above, and further stating:

> As you are quite aware, we have both verbally and in writing apprised your employees of both the actual verbiage of the substance of these provisions and the consequences of opting not to become a member of this union, as set forth in said provisions.
>
> Your employees have opted to remain non-members and are therefore subject to the suspension and discharge provisions as set forth above in Article VII – Section 2.
>
> Accordingly, demand is hereby made that the following [16 named] employees who have completed their respective probationary periods be immediately suspended, and if necessary, discharged in accordance with said Article VII, Section 2.
>
> We are still wiling to discuss an orderly procedure so as not to unduly interfere with production.
>
> We expect you to comply with the collective bargaining contractual

> requirements as stated above within 3 days of your receipt of this certified letter.[4]

Thereafter, no authorization cards or dues payments were received by the Union from any employee. Nor has the Union received any notice from the Respondent that it has discharged any of those workers, some of whom are still employed.

Subsequently, Larrondo requested a current list of current employees, and received such a list at the hearing, on August 6, 2010. The list contains the names of 11 workers, some of whom had been on the list given to the Union in April, 2009.

3. The Alleged Interrogation and Solicitation of a Petition of Disaffection

Cho testified[5] that, apparently in reaction to the Union's letter requesting that he discharge those employees who did not sign Union cards, he met with his workers about five times, and told them that they should sign the union application form for the benefit of the Employer and themselves, and if they did not sign the form they would be discharged. Cho also told them that he would pay their dues payment of $3.25 per week for four weeks. Pursuant to a settlement discussion with the Regional Office, it was agreed that the Respondent would give the workers a $3.25 per week raise in pay which would cover the amount of their dues obligation. However, Cho stated that he had not given that raise because he insisted that they sign the union application form first, but none signed it.

Cho testified that on August 4, 2010, two days before the instant Board hearing, stopped production, called all the workers into his office, and told them that he had to attend a hearing on August 6, and "I told them make your decision whether to sign the form [union application] or do something."

Using "manager Adolfo Garcia" as an interpreter, Cho "asked them if they want to join the union."[6] They answered that they told him in the past that they did not want to join the Union. Cho said that he could not accept their oral statement, but that they had to give him something in writing. He asked Garcia to write a letter. Garcia wrote the letter in Spanish and circulated it among the workers, and asked them to sign, while Cho watched his employees sign it.

The letter, signed by 11 employees, states that "all of the workers of USA SK Shirts Laundry understand what the union wants but we don't know what a union is nor do we want to be part (associated) of the union. On June 15, 2005 the workers vote for the union – however, none of those workers continue to work for the company."[7] Attached to the letter is a printed list of the names of the 11 current employees who signed the letter.

---

[4] The employees named in the letter were Ana Cordero, Victoria Cuatle, Adolfo Garcia, Richard Garcia, Jose Hernandez, Freddy Justiniano, Santos Lopez, Naty Marin (or Marin Naty Marin), Alvaro Mendez, Luis Mendez, Genaro Salas, Joel Sanchez, Trinidad Tepox, Marco Teutie (or Tentie), Rovin Tuth, and Digna Quinteros.

[5] Cho testified through a Korean-language interpreter.

[6] Whenever Cho wants to speak to his Spanish-speaking workers or suppliers, he uses Garcia as an interpreter.

[7] About 21 employees were employed in June, 2005.

On further cross-examination, Cho stated that he told his workers that he had to attend a Labor Board hearing on August 6, and that he needed them to sign the union application, which he showed them. He informed them that they "have to make a decision either to sign this application form or make some kind of a decision." Cho said that "you don't have any choice. You have to join the union. You don't have any freedom not to join. If [you] don't sign this form, I have no choice but to fire them. I told everybody to sign this form" which he told them he would take to the Board hearing. Cho stated that the meeting took 40 minutes, during which the workers discussed the matter between themselves and argued with each other, stating that they are in America, a free country, asking him why he was "forcing" them to sign the union application. They also said that since they were not among those who voted for the union, they should not have to sign the application. Cho said that if that was what they believed, they must give him a letter explaining why they refused to sign, which he would take to the hearing. Garcia decided what to include in the letter, and he wrote the letter in Spanish in Cho's office in the employees' presence. Garcia then told the employees to print and sign their names. Cho denied telling Garcia what to write. As set forth above, Garcia was found by the Board to be a statutory supervisor and agent.

Cho testified that he would discharge the employees if he was told to do so, but he has not yet done so.

Analysis and Discussion

I. The Refusal to Honor the Contract

The complaint alleges that since about January 11, 2010, the Respondent failed to continue in effect the terms and conditions of its collective-bargaining agreement, by failing to suspend and discharge employees on notice by the Union that they failed to become or remain members of the Union, as provided in the union security clause of the contract between it and the Union.

As set forth above, the parties' contract provides that any employee who has failed to become or remain a member of the Union in good standing by the payment of a monthly membership fee, shall, upon written notice by the Union, be suspended for 24 hours, and if they do not obtain or regain good standing, shall be discharged forthwith.

In *St. John's Mercy Medical Center,* 344 NLRB 391, 393 (2005), enf. 436 F.3d (8th Cir. 2006), the Board stated:

> The Board has repeatedly held that an employer's refusal to honor a union-security provision and discharge defaulting unit members constitutes an unfair labor practice in violation of Section 8(a)(5) and (1) of the Act. A union-security provision is 'as much a condition of employment as wages,' and an employer can 'no more alter legally the union-security provision by unilateral action that it could … make unilaterally' mid-term contract modification by reducing contract wage rates."

Here, it is undisputed that the Respondent refused to terminate unit members who did not pay union dues pursuant to a lawful union-security provision.

A union may demand that an employer discharge employees who do not pay the uniform fees required if it has given the proper notice to those workers. Here, the Union has met its

fiduciary duty toward the employees, in requesting their discharge, by "giving the employee 'reasonable notice of the delinquency, including a statement of the precise amount and months for which dues [are] owed, as well as an explanation of the method used in computing such amount.' In addition, the union must specify when such payments are to be made and make it clear to the employee that discharge will result from failure to pay." *Western Publishing Co., Inc.,.*263 NLRB 1110, 1112 (1982).

On October 20, 2009, the Union mailed letters to the employees specifying that they are required to pay periodic dues of $3.25 per week, effective November 1, 2009, and that if they do not do so, the Union "has the right to request the employer to terminate your employment." Union agent Larrondo also delivered the letters to the workers in the shop. Accordingly, the Union gave the proper notice to the employees as to their delinquency, a statement of the amount owed and how the amount was computed. Further, the Union advised the employees that they would be discharged if they did not pay the amount owed.

Not having received any response or the payment of dues from the employees, Larrondo sent a proper letter on January 11, 2010 to the Respondent, demanding that it honor their contract by suspending and, if necessary, discharging the 16 employees named in the letter. It is undisputed that the Respondent did not discharge any of the employees pursuant to the Union's letter.

The Respondent's defense, that its employees did not want to join the Union or pay dues, is undermined by Union president Larrondo's observation that when she spoke to employees at the shop they were "frightened" about joining the Union and told her "please, I don't want no trouble." I credit Larrondo. As set forth above, the Respondent has been found to have violated the Act by threatening its employees because of their union support and discharging them when they refused to work in protest of unlawful deductions from their pay. Accordingly, it is understandable that these employees would be frightened to support the Union.

Even if I were to credit Cho that his employees did not want to be represented by the Union, the "enforcement of the union-security clause… is simply not an employer's concern. Its claimed sympathy for employees' disinterest in collective representation must subordinate to more settled doctrine concerning integrity of labor contracts." *House of Fabrics, Inc.,* 235 NLRB 1024, 1025 (1978).

I therefore find and conclude that by refusing to comply with the Union's demand that it discharge employees for failure to join the Union as contractually required, the Respondent violated Section 8(a)(5) and (1) of the Act. I will omit from the Order that the Respondent be required to discharge Adolfo Garcia, who has been found to be a statutory supervisor, and who is an admitted supervisor.

II. The Interrogation and Solicitation of the Disaffection Petition

The complaint further alleges that the Respondent interrogated employees and solicited them to sign a disaffection petition.

The evidence establishes that two days before the hearing in this matter, Cho interrupted production, called the workers into his office and asked them if they wanted to sign the Union application and join the Union. They said that they did not. He asked them to put their views in writing so that he could present their position at the hearing. Cho asked supervisor Garcia to write the letter, which stated that the workers did not want to be members of the

Union. Garcia did so and asked the employees to sign. Cho watched as the employees signed it.

All the elements establishing that Cho coercively interrogated employees and solicited them to sign a petition stating that they do not want to be members of the Union have been met.

The Respondent's defense that he first told the workers that they must sign the Union application or they would be discharged, and that they refused is immaterial. As set forth above, the Respondent had no choice in the matter. If the employees did not pay dues as required in the contract's union security clause, and a proper demand had been made that they be discharged, the Respondent was obligated to fire them.

Accordingly, by asking the workers to sign a letter that they did not want the Union to represent them, the Respondent required them to make an "observable choice respecting their desire to have the Union continue to represent them." Such an action constituted coercive interrogation. *Public Service Co. of Oklahoma (PSO),* 334 NLRB 487, 504 (2001); *Garney Morris, Inc.,* 313 NLRB 101, 115 (1993).

In addition, by telling supervisor Garcia to write a letter stating that employees did not want the Union to represent them, and by demanding that the workers sign it, Respondent unlawfully solicited its workers to sign the petition. *Mickey's Linen & Towel Supply,* 349 NLRB 790, 791 (2007).

Cho's explanation that he suggested that the workers sign a letter indicating their lack of interest in the Union because he needed proof of their refusal to join fails as a defense. As noted above, it is irrelevant that the employees did not want to become members of the Union. According to the collective-bargaining agreement, they were required to join or pay dues. They refused to do either. It was therefore unnecessary for Cho to have solicited the employees to sign the petition.

I accordingly find that the Respondent's solicitation of its employees to sign the petition in which they state that they do not wish the Union to represent them violates the Act.

Conclusions of Law

1. By failing to continue in effect the terms and conditions of Article III, Section 1 and Article VI, Section 2 of its collective-bargaining agreement with the Union, by failing to suspend and discharge employees on notice by the Union that said employees failed to become or remain members of the Union, without the Union's consent, the Respondent violated Section 8(a)(1) and (5) of the Act.

2. By interrogating employees about their desires to become or remain members of the Union, the Respondent violated Section 8(a)(1) of the Act.

3. By soliciting its employees to sign a petition in which they stated that they did not want to be members of the Union, the Respondent violated Section 8(a)(1) of the Act.

The Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Counsel for the General Counsel requests that a broad remedial order be issued against the Respondent because of its persistent violation of the Act.

In *Hickmott Foods*, 242 NLRB 1357, 1358 (1979), the Board enunciated the standard in deciding whether to issue a broad remedial order. It stated:

> [S]uch an order is warranted only when a respondent is shown to have a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights. Accordingly, each case will be analyzed to determine the nature and extent of the violations committed by a respondent so that the Board may tailor an appropriate order.

In *Five Star Mfg.,* 348 NLRB 1301, 1302 (2006), the Board stated that it "reviews the totality of circumstance to ascertain whether the respondent's specific unlawful conduct manifests an "attitude of opposition to the purposes of the Act to protect the rights of employees generally," which would provide an objective basis for enjoining a reasonably anticipated future threat to any of those Section 7 rights. In assessing the totality of circumstances, the Board examines the "applicable dates of misconduct and prior Board and court orders, to determine whether a broad order is warranted." *Electrical Workers Local 98 (Tri-M Group, LLC),* 350 NLRB 1104, fn. 2 (2007).

Here, the Respondent has been found to have violated employee rights in the recent past. As set forth above, in March, 2006, it was found to have interrogated and polled employees regarding their union membership, threatened them because of their union support, and made deductions from the paychecks of four employees and discharged them when they engaged in a concerted refusal to work because of the deductions from their paychecks.

Following the Union's certification, the Respondent, in May, 2008, was found to have unlawfully failed to execute an agreed-upon collective-bargaining agreement with the Union. Significantly, the Respondent was also found to have, in a similar manner as occurred here, through its supervisor and agent Adolfo Garcia, solicited employees to decertify the Union by drawing up and collecting signatures for a decertification petition, and directing the filing of the petition with the Board. The court of appeals enforced the Board's Order.

This case deals with the Respondent's continued efforts to violate its employees' rights. Once it was ordered to sign the collective-bargaining agreement, the Respondent refused to honor it by refusing to discharge employees who did not become or remain members of the Union or pay dues to it. Its conduct in the instant case, and in the case decided in 2008 are virtually identical. Thus, in both cases, the Respondent interrogated employees regarding their union membership. Similarly, Cho used supervisor Garcia in both cases to solicit signatures from employees which indicated their desire not to be represented by the Union. Also, in both cases, Cho, the Respondent's owner, was the main actor in the commission of all the unfair labor practices. He engaged in a persistently egregious and unlawful course of conduct, affecting the entire bargaining unit.

Based on the Respondent's obvious proclivity to violate the Act in ways in which it has already been found guilty, and in violation of prior Board and court orders, and based on the nature of the violations in which the Respondent has violated employee rights guaranteed in the Act, I conclude that it is necessary to recommend a broad cease-and-desist order. I further conclude that the issuance of a narrow cease-and-desist order will not serve to prevent likely

future misconduct. Such an order, imposed in the two prior cases, and as enforced by the court of appeals, has not deterred the Respondent from continuing to violate the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[8]

ORDER

The Respondent, SK USA Cleaners, Inc., Garfield, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to comply with Article III, Section 1, and Article VI, Section 2 of the collective-bargaining agreement, which requires it, upon written notice from the Union, to terminate unit employees who have not met the contractual requirement of paying dues or fees to the Union.

(b) Coercively questioning employees about their desires to become or remain members of the Union.

(c) Soliciting its employees to sign a petition in which they stated that they did not want to be members of the Union.

(d) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Comply with Article III, Section 1 and Article VI, Section 2 of the collective-bargaining agreement by discharging the following employees: Ana Cordero, Victoria Cuatle, Richard Garcia, Jose Hernandez, Freddy Justiniano, Santos Lopez, Naty Marin (or Marin Naty Marin), Alvaro Mendez, Luis Mendez, Genaro Salas, Joel Sanchez, Trinidad Tepox, Marco Teutie (or Tentie), Rovin Tuth, and Digna Quinteros.

(b) Within 14 days after service by the Region, post at its facility in Garfield, New Jersey, copies of the attached notice marked "Appendix."[9] Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these

---

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 11, 2010.

(c) 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 the Respondent has taken to comply.

Dated, Washington, D.C., October 13, 2010.

_____
Steven Davis
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives 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 fail or refuse to comply with Article III, Section 1, and Article VI, Section 2 of our collective-bargaining agreement with International Union of Journeymen and Allied Trades, Local 947, which requires us, upon written notice from the Union, to terminate unit employees who have not met the contractual requirement of paying dues or fees to the Union.

WE WILL NOT coercively question you about your interest in becoming or remaining members of the Union.

WE WILL NOT solicit you to sign a petition in which you state that you did not want to become or remain members of the Union.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL comply with Article III, Section 1 and Article VI, Section 2 of our collective-bargaining agreement with International Union of Journeymen and AlliedTrades, Local 947, by discharging the following employees: Ana Cordero, Victoria Cuatle, Richard Garcia, Jose Hernandez, Freddy Justiniano, Santos Lopez, Naty Marin (or Marin Naty Marin), Alvaro Mendez, Luis Mendez, Genaro Salas, Joel Sanchez, Trinidad Tepox, Marco Teutie (or Tentie), Rovin Tuth, and Digna Quinteros.

SK USA CLEANERS, INC.
_____
(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 agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

20 Washington Place, 5th Floor

Newark, New Jersey 07102-3110

Hours: 8:30 a.m. to 5 p.m.

973-645-2100.

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, 973-645-3784.