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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

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Case No. 2-CA-39597

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MIRON & SONS, INC.

- and -

LAUNDRY, DRY-CLEANING & ALLIED  
WORKERS JOINT BOARD

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STATEMENT OF EXCEPTIONS BY EMPLOYER TO THE  
DECISION OF THE ADMINISTRATIVE LAW JUDGE

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RIVKIN RADLER, LLP  
Attorneys for Employer  
Miron & Sons, Inc.  
926 RXR Plaza  
Uniondale, New York 11556  
(516) 357-3000

Of Counsel:

Regina E. Faul., Esq.  
Scott R. Green, Esq.

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Miron & Sons, Inc. (the “MIRON” or “Employer”),<sup>1</sup> the Employer herein submits this Statement of Exceptions (and accompanying Brief in Support of Exceptions pursuant to the National Labor Relations Board Rules and Regulations, §102.46,) excepting to portions of the Decision of Administrative Law Judge, Steven Davis, dated December 17, 2010.

Exception No. 1 [D 20: 10-14]: The Employer excepts to the determination of the Administrative Law Judge that the testimony of Miron Markus (“Markus”) cannot be credited. The determination is contrary to the evidence contained in the record.

Exception No. 2 [D 20: 24-25]: The Employer excepts to the determination that Miguel Figueroa (“Figueroa”) Santos Rosario (“Rosario”) and Rodrigo Vaquero (“Vaquero”) offered “credible, consistent and plausible testimony” at the hearing. The determination is contrary to the evidence contained in the record.

Exception No. 3 [D 21:10-11]: The Employer excepts to the determination of the Administrative Law Judge that Markus authored the letter dated November 23, 2009. The determination is contrary to the evidence contained in the record.

Exception No. 4 [D 21:5-7]: The Employer excepts to the determination of the Administrative Law Judge that the November 23, 2009 letter was given to the employees by MIRON. This determination is contrary to the evidence in the record.

Exception No. 5 [D 21:25-27]: The Employer excepts to the determination of the Administrative Law Judge that the employee witnesses testified in a “straightforward, consistent manner”. This determination is contrary to the evidence in the record.

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<sup>1</sup> In these Exceptions, the Employer, Miron & Sons, Inc. is called “Miron”, “Company” or “Employer”; Laundry, Dry-Cleaning & Allied Workers Joint Board is called “Petitioner”; National Labor Relations Board, “Board”; The General Counsel for Region 2 “General Counsel”; the National Labor Relations Act, as amended (29 U.S.C. §§ 151 et. seq.), the “Act.” References to the Administrative Law Judge’s Decision dated December 17, 2010 are cited by page and line number, for example, the aforementioned [Decision page 1, lines 1 through 10 would be cited as [D 1:1-10]. Exhibits introduced at the hearing are cited by the parties’ exhibit number; “GC\_\_” References to the Transcript of the Hearing are cited by page (“TR \_\_\_\_”).

Exception No. 6 [D 21:28-30]: The Employer excepts to the determination of the Administrative Law Judge that Markus testified in an “excited, agitated manner”. This determination is contrary to the evidence.

Exception No. 7 [D 21:36]: The Employer excepts to the determination of the Administrative Law Judge that Figueroa was the Union’s shop steward from about June, 2009. The determination is contrary to the evidence in the record.

Exception No. 8 [D 22:5-6]: The Employer excepts to the determination of the Administrative Law Judge that Markus’ attitude toward Figueroa had knowledge that Figueroa was the steward. This determination is contrary to the evidence in the record.

Exception No. 9 [D 22:14-16]: The Employer excepts to the determination of the Administrative Law Judge that the Company interfered with the Union representatives’ right to speak to employees or to report on working conditions to the Union which represents employees. This determination is contrary to the evidence contained in the record.

Exception No. 10 [D 22:20-22]: The Employer excepts to the determination of the Administrative Law Judge that the company barred Figueroa from speaking to employees while on break or at lunch. This determination is contrary to the evidence contained in the record.

Exception No. 11 [D 23-25]: The Employer excepts to the determination of the Administrative Law Judge that the company had rules that prohibits all solicitation. This determination is contrary to the evidence contained in the record.

Exception No. 12 [D 23:31-35]: The Employer excepts to the determination of the Administrative Law Judge that Markus threatened Figueroa in an attempt to intimidate Figueroa. This determination is contrary to the evidence contained in the record.

Exception No. 13 [D 23:36-38]: The Employer excepts to the determination of the Administrative Law Judge that Markus threatened to discharge Figueroa for engaging in activities in [sic] of the Union. This determination is contrary to the evidence contained in the record.

Exception No. 14 [D 23:37-39]: The Employer excepts to the determination of the Administrative Law Judge that Markus demanded that Figueroa attend a meeting but not “attack” Markus. This determination is contrary to the evidence contained in the record.

Exception No. 15 [D 23:47-49]: The Employer excepts to the determination of the Administrative Law Judge that Markus’ statements that the company would have to close were made in the absence of objective evidence. This determination is contrary to the evidence contained in the record.

Exception No. 16 [D 24:1-2]: The Employer excepts to the determination of the Administrative Law Judge that Markus told the employees that if the employees went on strike, he would fire the strikers. This determination is contrary to the evidence contained in the record.

Exception No. 17 [D 24:8-10]: The Employer excepts to the determination of the Administrative Law Judge that Markus promised a better medical plan and holiday pay. This determination is contrary to the evidence contained in the record.

Exception No. 18 [D 24:10-15]: The Employer excepts to the determination of the Administrative Law Judge that Markus made promises to the employees conditioned on the employees withdrawing their support of the Union. This determination is contrary to the evidence contained in the record.

Exception No. 19 [D 24:35-38]: The Employer excepts to the determination of the Administrative Law Judge that Markus made promises to maintain benefits and to introduce new

benefits if the Union no longer represented the employees. This determination is contrary to the evidence contained in the record.

Exception No. 20 [D 24:38-40]: The Employer excepts to the determination of the Administrative Law Judge that Cecilia Valderamma (“Valderamma”) polled the employees about their support of the Union. This determination is contrary to the evidence contained in the record.

Exception No. 21 [D 24:46-50]: The Employer excepts to the determination of the Administrative Law Judge that Peguero was present of the date of a meeting between Markus and the employees. This determination is contrary to the evidence contained in the record.

Exception No. 22 [D 24:46-50]: The Employer excepts to the determination of the Administrative Law Judge that failed to find that Peguero did not work on the day of a meeting between Markus and the employees. This determination is contrary to the evidence contained in the record.

Exception No. 23 [D 24:5-14]: The Employer excepts to the determination of the Administrative Law Judge that Markus spoke to Vaquero at 7 AM. This determination is contrary to the evidence contained in the record.

Exception No. 24 [D 24:8-10]: The Employer excepts to the determination of the Administrative Law Judge that Markus threatened Vaquero with discharge for requesting a copy of a letter dated November 23. This determination is contrary to the evidence contained in the record.

Exception No. 25 [D 24:38-29]: The Employer excepts to the determination of the Administrative Law Judge that the employer was establishing a mechanism by which employees

would have to vote for or against the Union. This determination is contrary to the evidence contained in the record.

Exception No. 26 [D 24:45-48]: The Employer excepts to the determination of the Administrative Law Judge that Jose Ramos (“Ramos”) and Peguero were asked by Valderamma to indicate their support for or against the Union. This determination is contrary to the evidence contained in the record.

Exception No. 27 [D 25:9-11]: The Employer excepts to the determination of the Administrative Law Judge that Vaquero head manager, Jose Lopez (“Lopez”) asked the employees why they support the Union and that he told Lopez to leave the employees alone. This determination is contrary to the evidence contained in the record.

Exception No. 28 [D 25:13-14]: The Employer excepts to the determination of the Administrative Law Judge that Lopez unlawfully interrogated the employees. This determination is contrary to the evidence contained in the record.

Exception No. 29 [D 25:24-28]: The Employer excepts to the determination of the Administrative Law Judge that the employer retained the dues checked off from the employees’ paycheck for itself. This determination is contrary to the evidence contained in the record.

Exception No. 30 [D 25:28-29]: The Employer excepts to the determination of the Administrative Law Judge that the employer failed to remit dues to the Union. This determination is contrary to the evidence contained in the record.

Exception No. 31 [D 26:15]: The Employer excepts to the determination of the Administrative Law Judge that Figueroa was the Union’s shop steward. This determination is contrary to the evidence contained in the record.

Exception No. 32 [D 26:20-21]: The Employer excepts to the determination of the Administrative Law Judge that the employer told Figueroa not to speak with his fellow employees. This determination is contrary to the evidence contained in the record.

Exception No. 33 [D 26:24-25]: The Employer excepts to the determination of the Administrative Law Judge that the employer threatened termination to Figueroa if he continued an attack against the employer on October 21. This determination is contrary to the evidence contained in the record.

Exception No. 34 [D 26:25-27]: The Employer excepts to the determination of the Administrative Law Judge that Valderamma gave Figueroa a “tip” that if he continues to speak about the Union, he would be fired. This determination is contrary to the evidence contained in the record.

Exception No. 35 [D 26:35-38]: The Employer excepts to the determination of the Administrative Law Judge that Markus warned Figueroa that he could not speak to employees at any time. This determination is contrary to the evidence contained in the record.

Exception No. 36 [D 26:42-45]: The Employer excepts to the determination of the Administrative Law Judge that General Counsel reached its burden of proving that Union animus was a substantial or motivating factor in the employer’s warning and subsequent discharge of Figueroa. This determination is contrary to the evidence in the record.

Exception No. 37 [D 27:30-31]: The Employer excepts to the determination of the Administrative Law Judge Figueroa simply relayed information he received from the Union agent, without knowledge of falsity, or with reckless disregard of whether it was true or false. This determination is contrary to the evidence in the record and legal procedure.

Exception No. 38 [D 27:31-32]: The Employer excepts to the determination of the Administrative Law Judge that finds that Figueroa reasonably believed the information provided by the Union agent was true. This determination is contrary to the evidence in the record.

Exception No. 39 [D 27:36]: The Employer excepts to the determination of the Administrative Law Judge that Figueroa did not tell Peguero that Valderamma was requiring a letter be signed before he would be given his paycheck. This determination is contrary to the evidence in the record.

Exception No. 40 [D 27:38-39]: The Employer excepts to the determination of the Administrative Law Judge that Figueroa was reasonable to rely on statements made by Rosario. This determination is contrary to the evidence in the record.

Exception No. 41 [D 28:32-34]: The Employer excepts to the determination of the Administrative Law Judge that the parties had committed enough time to genuinely explore the issues. This determination was contrary to the evidence in the record.

Exception No. 42 [D 28:34-35]: The Employer excepts to the determination of the Administrative Law Judge that good faith negotiations exhausted the prospects of reaching an agreement. This determination is contrary to the evidence contained in the record and legal authority.

Exception No. 43 [D 28:38-43]: The Employer excepts the determination of the Administrative Law Judge that the employer “undertook a campaign to undermine the Union in its employees’ eyes by threatening plant closure and mass discharge, warning its shop steward not to speak to employees, and then discharging him, promising benefits if the employees rejected the Union, asking employees to choose whether they favored the Employer or the

Union, and then refusing to continue in effect those conditions which survived the contract's expiration." This determination is contrary to the evidence in the record and legal authority.

Exception No. 44 [D 29:1-4]: The Employer excepts the determination of the Administrative Law Judge that there is no evidence that the employer notified the Union about granting a wage increase in December 2009. This determination is contrary to the evidence on the record.

Exception No. 45 [D 29:10]: The Employer excepts to the determination of the Administrative Law Judge that no impasse was reached. This determination is contrary to the evidence contained in the record.

Exception No. 46 [D 29:30-32]: The Employer excepts to the determination of the Administrative Law Judge that the Employer did not give proper notice to the Union by its letters dated December 18, 2009 and November 25, 2009.

Exception No. 47 [D 29:30-32]: The Employer excepts to the determination of the Administrative Law Judge that Wilfredo Larancuent ("Larancuent") wrote to Markus on December 18, 2008. This determination is contrary to the evidence contained in the record.

Exception No. 48 [D 29:32-34]: The Employer excepts to the determination of the Administrative Law Judge that the Employer simply announced it would not pay the contractual benefit fund increases for the calendar year 2009. This determination is contrary to the evidence contained in the record.

Exception No. 49 [D 29:35-37]: The Employer excepts the determination of the Administrative Law Judge that the Union did not waive its right to bargain about the matter.

Exception No. 50 [D 30:4-6]: The Employer excepts to the determination of the Administrative Law Judge that the collective bargaining agreement between the parties permits

the Union unfettered access to the production floor. This determination is contrary to the evidence contained in the record.

Exception No. 51 [D 30:15-17]: The Employer excepts to the determination of the Administrative Law Judge that there was a unilateral change in a past practice that permitted the Union access to the production floor. This determination is contrary to the evidence contained in the record.

Exception No. 52 [D 30:21-22]: The Employer excepts to the determination of the Administrative Law Judge that allowing the Union to meet with employees in a conference room caused the employees to be singled out. This determination is contrary to the evidence contained in the record.

Exception No. 53 [D 30:43-44]: The Employer excepts to the determination of the Administrative Law Judge that the Union has a right to strike, picket or handbill the employer. This determination is contrary to the evidence contained in the record.

Exception No. 54 [D 30:]: The Employer excepts to the determination of the Administrative Law Judge that the Employer made bargaining conditional on the Union ceasing its picketing and handbilling. This determination is contrary to the evidence contained in the record.

Exception No. 55 [D 31:24-26]: The Employer excepts to the determination of the Administrative Law Judge that there is no evidence that Figueroa's presence at negotiations after his termination would make bargaining impossible. This determination is contrary to the evidence contained in the record.

Exception No. 56 [D 31:25]: The Employer excepts to the determination of the Administrative Law Judge that Figueroa was not hostile toward Markus. This determination is contrary to the evidence contained in the record.

Exception No. 57 [D 31:36-37]: The Employer excepts to the determination of the Administrative Law Judge that the Employer refused to bargain on January 21, 2010. This determination is contrary to the evidence contained in the record.

Exception No. 58 [D 31:40-41]: The Employer excepts to the determination of the Administrative Law Judge that the Employer violated Section 8(a)(1) by warning and advising the shop steward not to provide information to the Union. This determination is contrary to the evidence in the record and legal authority.

Exception No. 59 [D 31:45-46]: The Employer excepts to the determination of the Administrative Law Judge that the Employer violated Section 8(a)(1) by warning its employees not to speak to employees about the Union at all times during the workday including break and lunch times. This determination is contrary to the evidence in the record and legal authority.

Exception No. 60 [D 31:48-50]: The Employer excepts to the determination of the Administrative Law Judge that the Employer violated Section 8(a)(1) by threatening its employees that they would be discharged because they participated in activities on behalf of the Union and other protected, concerted activities. This determination is contrary to the evidence in the record and legal authority.

Exception No. 61 [D 31:53 – 32:1-2]: The Employer excepts to the determination of the Administrative Law Judge that the Employer violated Section 8(a)(1) by threatening employees that the shop would be closed and they would be discharged if the Respondent had to accept the

Union's counter proposals. This determination is contrary to the evidence in the record and legal authority.

Exception No. 62 [D 32:4-6]: The Employer excepts to the determination of the Administrative Law Judge that Respondent violated Section 8(a)(1) by threatening its employees that they would be discharged and not permitted to return to the facility if they went on strike against the Respondent. This determination is contrary to the evidence in the record and legal authority.

Exception No. 63 [D 32:8-10]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(1) of the Act by promising its employees a wage increase, and that it would maintain benefits and implement new benefits if the Union no longer represented them. This determination is contrary to the evidence in the record and legal authority.

Exception No. 64 [D 32:11-14]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(1) of the Act by polling its employees by having them indicate in writing whether they supported the Union or the Employer. This determination is contrary to the evidence in the record and legal authority.

Exception No. 65 [D 32:16-17]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(1) of the Act by interrogating its employees about their union membership, activities and sympathies. This determination is contrary to the evidence in the record and legal authority.

Exception No. 66 [D 32:19-21]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(3) of the Act by continuing to deduct Union dues from employees' paychecks, but failing and refusing to remit those funds

to the Union from November 27, 2009 to on or about April 19, 2010. This determination is contrary to the evidence in the record and legal authority.

Exception No. 67 [D 32:39-41]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(5) and (1) of the Act by informing the Union that upon the expiration of the contract on November 27, 2009, it would make no financial contribution to the Union funds. This determination is contrary to the evidence in the record and legal authority.

Exception No. 68 [D 32:43-45]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(3) of the Act by conditioning further bargaining with the Union upon the commitment of the Union to refrain from handbilling Respondent's customers or from engaging in any strike or picketing activity. This determination is contrary to the evidence in the record and legal authority.

Exception No. 69 [D 32:52 and 33:]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(5) and (1) of the Act by granting a wage increase of \$.30 per hour to its unit employees on or about December 10, 2009 without notice to the Union. This determination is contrary to the evidence in the record and legal authority.

Exception No. 70 [D 33:4-6]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the Union on or about January 21, 2010 because Miguel Figueroa was present. This determination is contrary to the evidence in the record and legal authority.

Exception No. 71 [D 33:8-10]: The Employer excepts to the determination of the Administrative Law Judge that the Respondent violated Section 8(a)(5) and (1) of the Act by

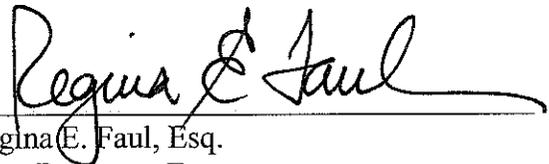
implementing new rules regarding the Union's access to unit employees at the facility in about January, 2010. This determination is contrary to the evidence in the record and legal authority.

**CONCLUSION**

For the reasons set forth herein and in the accompanying Brief in Support of the Exceptions, Miron requests that the exceptions be granted and that the decision and order of the Judge be revised and modified as excepted, along with such other relief as deemed just and proper.

Dated: February 21, 2011

Respectfully submitted,

A handwritten signature in black ink, reading "Regina E. Faul". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Regina E. Faul, Esq.  
Scott R. Green, Esq.  
Rivkin Radler, LLP  
926 RXR Plaza  
Uniondale, New York 11556-0111  
(516) 357-3000