

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

**ALL JAY, LTD. d/b/a
SQUEAKY CLEAN CAR WASH**

and

**Cases 28-CA-106619
28-CA-108977**

**COMITE DE TRABAJADORES
SQUEAKY CLEAN**

DECISION AND ORDER

Statement of the Cases

On November 14, 2013, All Jay, Ltd. d/b/a Squeaky Clean Car Wash (the Respondent), Comite de Trabajadores Squeaky Clean (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

At all material times, the Respondent has been a corporation with an office and place of business at 1900 Cerrillos Rd. and 3931 Cerrillos Rd., Santa Fe, New Mexico, and has been operating full service car washes.

In conducting its operations during the 12-month period ending June 6, 2013, the Respondent purchased and received at its Santa Fe, New Mexico facilities goods valued in excess of \$50,000 directly from points outside the State of New Mexico.

In conducting its operations during the 12-month period ending June 6, 2013, the Respondent derived gross revenues in excess of \$500,000.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act.

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that the Respondent, All Jay, Ltd. d/b/a Squeaky Clean Car Wash, Santa Fe, New Mexico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees with unspecified reprisals because they engaged in Union and other concerted activities.

(b) Disparaging the Union in order to dissuade its employees from supporting the Union.

(c) Threatening to send employees home because they engaged in Union and other concerted activities.

(d) Interrogating employees about their Union membership, activities, and sympathies.

(e) Threatening employees with discharge because they engaged in Union and other concerted activities.

(f) Promulgating, maintaining, or enforcing overly-broad and discriminatory rules prohibiting employees from talking to other employees or representatives of the Union.

(g) Creating the impression among its employees by any means that their Union and concerted activities are under surveillance.

(h) Engaging in any form of surveillance of its employees to discover their Union and concerted activities.

(i) Informing its employees it would not meet with the employees' designated agent.

(j) Interrogating its employees about their Union sympathies and activities by conditioning a response to Union correspondence on the Union revealing the names of its members.

(k) Informing its employees that release of personnel files to the Union upon request is prohibited by company policy and state laws.

(l) Suspending its employees or in any other manner discriminating in regard to hire or tenure of employment or any other term or condition of employment, in order to discourage membership in the Union or in any other labor organization and to discourage them from engaging in other concerted activities.

(m) Failing and refusing to recognize and bargain in good faith with the Union as the exclusive representative of employees in the following unit:

All full-time and regular car wash workers employed by Respondent at its car wash facilities at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

(n) Failing and refusing to provide relevant information requested by the Union for the purpose of carrying out its representational duties, including a current list of employees, including their names, addresses, telephone numbers, and e-mail addresses, and a current copy of the schedule used in each of the Respondent's car wash locations in Santa Fe, New Mexico, or conditioning the release of relevant information requested by the Union on the Union's identifying the names of its members or having written consent from employees for personnel files.

(o) In any other manner interfering with, restraining, or coercing its employees in the exercise of their self to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective-bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Within 14 days of the Board's Order, to the extent it has not already done so, remove from the Respondent's files any reference to the suspension of Arturo Rodriguez and within 3 days thereafter, notify the named individual in writing that this was done and will not be used against him in any way.

(b) Upon request, bargain collectively with the Union as the exclusive representative of the following employees with respect to rates of pay, wages, hours of employment and other conditions of employment, and, if an understanding is reached, reduce it to writing and sign it. The unit is:

All full-time and regular car wash workers employed by Respondent at its car wash facilities at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

(c) Unconditionally provide the Union with the information it requested concerning a current list of the Respondent's employees, including their names, addresses, telephone numbers, and e-mail addresses and a current copy of the schedule used in each of the Respondent's car wash locations in Santa Fe, New Mexico.

(d) Within 14 days of service by the Region, post at the Respondent's facilities in Santa Fe, New Mexico, copies of the attached notice marked as "Appendix" in both English and Spanish. Copies of the notice, on forms provided by Region 28, 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.

(e) In addition to physical posting of paper Notices, Notices shall be distributed electronically, such as by e-mail, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities 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 1, 2013.

(f) The Notice(s) will be read aloud by a responsible agent of the Respondent, by or in the presence of Jay Ritter (Ritter), and Franky Mojarro (Mojarro), and in the presence of an agent of the Board or, at the Respondent's option, by an agent of the Board in the presence of Ritter and Mojarro, to all employees employed by the Respondent at the Respondent's facilities in Santa Fe, New Mexico; including at multiple meetings and in Spanish and other languages, if necessary as determined by

the Regional Director, to ensure that it is read aloud to all employees, within 14 days from the commencement of the standard posting period.

(g) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(h) Within 21 days after service by Region 28, 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., February 24, 2014.

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Nancy Schiffer, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative 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 do anything to prevent you from exercising the above rights. More particularly:

WE WILL NOT threaten you with unspecified reprisals because you engage in activities on behalf of Comite De Trabajadores Squeaky Clean (the Union) and other concerted activities.

WE WILL NOT disparage the Union in order to dissuade you from supporting the Union.

WE WILL NOT threaten to send you home because you engage in Union and other concerted activities.

WE WILL NOT interrogate you about your Union sympathies and activities.

WE WILL NOT threaten you with discharge because you engage in Union and other concerted activities.

WE WILL NOT promulgate, maintain, or enforce overly-broad and discriminatory rules prohibiting you from talking to other employees or representatives of the Union.

WE WILL NOT create the impression that we are keeping your Union and concerted activities under surveillance.

WE WILL NOT engage in any form of surveillance or engage in surveillance to discover your union and concerted activities.

WE WILL NOT tell you that we will not meet with agents of your designated collective-bargaining representative.

WE WILL NOT interrogate you about your union sympathies and activities by conditioning a response to Union correspondence on the Union revealing the names of its members.

WE WILL NOT tell you that the release of your personnel files to the Union upon request is prohibited by company policy and state laws.

WE WILL NOT suspend you or in any other manner discriminate in regard to your employment or any term or condition of employment, in order to discourage your Union membership or support of the Union or any other labor organization.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT fail and refuse to recognize and bargain with the Union as your bargaining representative.

WE WILL NOT fail and refuse to bargain in good faith with the Union as the exclusive collective bargaining representative of employees in the following appropriate bargaining unit, herein called the Unit:

All full-time and regular car wash workers employed by the Respondent at its car wash facilities at 1900 Cerrillos Road and 3931 Cerrillos Road in Santa Fe, New Mexico, excluding cashiers, sales employees, all other employees, office clerical employees, confidential employees, guards, and supervisors as defined in the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of your right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of your own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

WE WILL rescind the restriction placed on you that prohibited you from talking to members or representatives of the Union.

WE WILL expunge and physically remove from our files any references to the suspension of **ARTURO RODRIGUEZ** that we imposed on him in late May 2013, and notify him, in writing, that such action has been accomplished and that the expunged material will not be used as a basis for any future personnel action against him or made reference to in any response to any inquiry from any employer, prospective employer, employment agency, unemployment insurance offices, or reference-seeker.

WE WILL recognizes and bargain with the Union as the exclusive collective-bargaining representative of the Unit and **WE WILL** bargain in good faith with the Union with respect to rates of pay, wages, hours of work, and other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement.

WE WILL provide the Union with the information it requested on May 24, 2013 and again on June 26, 2013.

**ALL JAY, LTD. d/b/a SQUEAKY
CLEAN CAR WASH**