Cherry Hill Textiles, Inc. *and* United Production Workers Union, Local 17–18. Case 29–CA–17848

August 17, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

The issue presented to the Board in this case[1] is whether the judge correctly found that the Respondent's attorney, Stuart Bochner, engaged in willful delay of Board proceedings within the meaning of Section 102.21 of the Board's Rules and Regulations and engaged in misconduct ''of an aggravated character,'' within the meaning of Section 102.44 of the Board's Rules, and recommended that Bochner be suspended from practice before the Board for a period of 6 months. By letter dated June 2, 1995, Attorney Bochner timely filed a request for a hearing on this matter.

The Board has considered the decision and the record in light of the exceptions[2] and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order, except with respect to contested matters relating to Attorney Bochner's conduct;[3] and in accord with the Order and Bochner's timely request, to remand the attorney misconduct issue for a hearing.

ORDER

The National Labor Relations Board adopts the recommended order of the administrative law judge as modified below and orders that the Respondent, Cherry Hill Textiles, Inc., Brooklyn, New York, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

IT IS FURTHER ORDERED that this proceeding is remanded to the Regional Director for Region 29 to schedule a hearing before an administrative law judge to determine the matters discussed above. The judge shall hear and receive testimony and evidence, and prepare and serve on the parties a decision containing credibility resolutions, findings of fact, conclusions of law, and recommendations to the Board. Following service of such decision on the parties, the provisions of Section 102.46 of the Board's Rules and Regulations shall apply.

[1] On May 25, 1995, Administrative Law Judge Eleanor MacDonald issued the attached decision. The General Counsel filed limited exceptions and the Respondent filed cross-exceptions.

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

[2] We deny the Respondent's motion to strike the General Counsel's limited exceptions. We note that there are no exceptions to the judge's findings that the Respondent violated Sec. 8(a)(5) by failing to remit to the Union dues that have been deducted from the employees' wages pursuant to valid checkoff authorizations.

[3] We do not pass on the judge's findings, conclusions, and recommended discipline with respect to Attorney Bochner. All arguments raised by the parties' exceptions on the attorney misconduct issue, including the General Counsel's contentions concerning the length of the proposed suspension, may be pursued at the hearing.

David Pollack, Esq., for the General Counsel.
Stuart Bochner, Esq. (Horowitz & Pollack P.C.), of South Orange, New Jersey, for the Respondent.

DECISION

STATEMENT OF THE CASE

ELEANOR MACDONALD, Administrative Law Judge. This case was tried in Brooklyn, New York, on December 22, 1994. The record was held open to permit the Respondent the opportunity to request a further hearing date in order to present a witness. In the absence of a request from the Respondent to call a witness, the record was closed on January 12, 1995. The complaint alleges that Respondent, in violation of Section 8(a)(1) and (5) of the Act, has discontinued remitting to Local 17–18 dues that it has deducted from the wages of its employees pursuant to valid checkoff authorizations. The Respondent denies that it has engaged in any violations of the Act.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the brief filed by the General Counsel on February 15, 1995, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent Cherry Hill Textiles, Inc., a New York corporation, with its principal place of business and another facility in Brooklyn, New York, is engaged in the dyeing and finishing of textiles. Respondent annually purchases textile dyes valued in excess of $50,000 directly from firms located outside the State of New York. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that Local 17–18 is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

Respondent admits that Moshe Rubashkin and Aaron Rubashkin are officers and supervisors of Respondent within the meaning of Section 2(11) of the Act, and are agents of Respondent acting on its behalf.

Respondent admits that the following employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act:

> All employees, excluding all office clerical employees, professional employees, foremen, managers, guards and supervisors as defined in the Act.

Respondent admits that Local 17–18 is the exclusive representative of the unit employees for the purposes of collective bargaining. It is alleged in the complaint, and there is

no dispute, that Respondent and Local 17–18 are parties to a collective-bargaining agreement effective from May 1, 1990, to April 31, 1993.[1] Article 3 of that agreement contains a provision requiring Respondent to remit directly to Local 17–18 the dues and fees it has deducted from the wages of employees pursuant to their written authorizations for such deductions. The dues are to be remitted no later than the fifth day of each month.

Douglas Isaacson, the president of Local 17–18, testified that on February 16, 1993, he sent a letter to Sarah, Respondent's bookkeeper, advising her that Respondent was in arrears in the remittance of union dues for November and December 1992 and January 1993, and requesting that Respondent remit the sums due immediately. Isaacson testified that he had dealt with Sarah in the past concerning such matters. Not having received any response to his letter, Isaacson called Respondent and spoke to Sarah who said she would check the matter. Isaacson did not hear from Sarah and on March 15, he sent another letter to Respondent requesting immediate remittance of the dues for November and December 1992 and January and February 1993.[2] No response being forthcoming to this second letter, Isaacson telephoned Respondent and spoke to Sarah; again she said that she would check the matter, and again Isaacson did not hear from Sarah. On April 21, 1993, Isaacson sent a third letter requesting immediate payment of dues deducted for November and December 1992 and January, February, and March 1993. Following the April 21 letter, the Union received from Respondent the dues it had deducted from its employees' wages for the month of November 1992. On May 13, 1993, Isaacson sent a fourth letter to Respondent requesting immediate remittance of the dues for December 1992, and January, February, March, and April 1993. A fifth letter dated June 9, 1993, from Isaacson to Sarah requested the immediate remittance of dues for December 1992 through May 1993.

After the June 9 letter was sent, Respondent remitted to the Union two checks for the dues deducted for January and February 1993, respectively. The check for the February dues was returned for insufficient funds on July 9, 1993; it was redeposited and again returned for insufficient funds on July 30, 1993.

During his largely fruitless attempts to secure the remittance of dues deducted from the unit employees' wages, Isaacson spoke to Respondent's attorney, Burt Horowitz.[3] The two agreed to meet with Moshe and Aaron Rubashkin and set a date for July 22, 1993. Although Isaacson and Horowitz appeared for the meeting, the Rubashkins did not come. Before he left the meeting, Horowitz told Isaacson that he would look into the matter of the arrears in payments to the Union. Thereafter, Isaacson sent a letter dated July 28, 1993, to Aaron Rubashkin voicing his disappointment at the Rubashkins' failure to appear for the meeting and setting forth Respondent's failure to remit dues. In August 1993, Isaacson and Horowitz agreed on another meeting date. The meeting took place in September 1993, at the Company's premises. Isaacson and Horowitz appeared and then Al Fisher arrived. Fisher is a person with whom Isaacson had dealt in the past concerning grievances at the Company. Isaacson told Fisher that Respondent had failed to remit dues to the Union, but Fisher said that he had no authority to pay money on behalf of Respondent. Then Horowitz told Fisher to inform Moshe Rubashkin that the Company was in arrears and Horowitz agreed to do so.

Around November 10, 1993, the Union received dues for October 1993.

On November 22, 1993, the Union filed a charge which was served on Respondent on November 23, alleging that Respondent had failed to remit dues for April through September 1993. The complaint alleges that since May 23, 1993, and continuously to date, Respondent has periodically deducted dues and fees from its employees' wages pursuant to valid checkoff authorizations but has refused to remit the dues and fees to the Union. Counsel for Respondent stated on the record that Respondent admits that it has deducted the dues from its employees' wages. Respondent does not dispute that the unit employees have executed valid checkoff authorizations which ''direct my employer to deduct from my wages and pay over to the Union on notice from the Union such amounts . . . during the effective period of this authorization.'' The checkoff authorizations provide that they may be revoked on the anniversary date or on the termination date of the collective-bargaining agreement whichever occurs sooner. Respondent does not contend that any employees have revoked their checkoff authorizations.

Isaacson testified that on February 2, 1994, a negotiating session was scheduled to be conducted at the Respondent's premises. Isaacson himself did not attend, but during the meeting the two union agents who were present at the meeting telephoned him and stated that Burt Horowitz was there and had drawn up an agreement. Isaacson gave them permission to sign the agreement. The agreement is a handwritten document that states

> Cherry Hill Textiles and Local 17–18, UPW hereby agree that the collective bargaining agreement dated May 1, 1990–April 31, 1993 shall be extended, retroactively from May 1, 1993 until May 1, 1994 without any modifications thereto.

According to Isaacson, the agreement is signed by two union agents and bears the signature of Moshe Rubashkin for Cherry Hill Textiles.[4]

The complaint does not allege the existence of this document extending the collective-bargaining agreement, and counsel for Respondent stated on the record that he had no notice of any extension of the contract.[5] Counsel requested that I give him an opportunity to present a defense based on this document at a later date. Counsel stated, ''I have a right to show this to my client and say to him, is this your signa-

[1] For purposes of this decision, I will treat the contract as having a term through April 30, 1993. The complaint tracks the date on the contract, which does indeed state ''April 31.''

[2] Isaacson's correspondence to Respondent was addressed to Cherry Hill Textiles Company at a post office box in Brooklyn, New York, and headed to the attention of ''Sarah/ Bookkeeper.'' Sarah's last name does not appear in the instant record.

[3] Burt Horowitz is a member of the same firm as Stuart Bochner, Esq., who appeared for Respondent in the instant proceeding.

[4] I admitted the document, G.C. Exh. 12, on the basis that it is a business record of the Union: however, I ruled that Isaacson's testimony did not establish who had drawn the document.

[5] At the close of the hearing, General Counsel amended the complaint to allege that successor agreements were entered into by Respondent and the Union.

ture?'' Attorney Bochner further stated on the record, ''I was not aware of the documents . . . .'' He also declared on the record, ''I'm going to tell you unequivocally that no such copy of this document exists in any of our Cherry Hill files.'' As stated above, the instant record was held open so that counsel for Respondent could investigate the February 2, 1994 document and request another hearing date in order to present witnesses concerning the authenticity of the document. On January 6, 1995, counsel for Respondent wrote to me stating, in relevant part,

> I have shown a copy of [the document] to Burt Horowitz of my office. He has indicated to me that the document is not in his handwriting and that prior to my showing it to him he had never seen it before. . . . Mr. Moshe Rubashkin has indicated to me the signature looks like it is his but has no recollection of signing the document.

Manifestly, all of the information sought to be conveyed by counsel's letter is hearsay and I shall disregard it. As I indicated above, counsel did not request a further hearing date to present witnesses, and the record was closed. As the record stands, therefore, the document is in evidence and Isaacson's testimony identifies it as being signed by Moshe Rubashkin and two union agents.

In August 1994, Respondent and the Union executed another memorandum extending the collective-bargaining agreement for 3 years effective May 1, 1994.[6] This document was prepared and forwarded to the Union by Burt Horowitz.

Isaacson testified that in October or November 1994, the Union received dues payments from Respondent for wages paid in September and October 1994.

B. *Discussion and Conclusions*

Respondent argues that no unfair labor practice can be found because all of the events which occurred during the life of the contract, up to April 30, 1993, predated the 10(b) period commencing on May 23, 1993. Further, Respondent urges, all the allegations which are within the 10(b) period occurred after the expiration of the contract. Respondent maintains that section 302 of the Labor Management Relations Act (LMRA) prohibits the transmission of dues to the union in the absence of a valid contract, although the law does not prohibit the deduction of dues from the employees' wages if there are valid checkoff authorizations. Thus, Respondent concludes, the dues were lawfully deducted and they were lawfully withheld from the Union.

Section 302(a) prohibits an employer from paying money to a representative of its employees, except, inter alia, as stated in section 302(c)(4), ''with respect to money deducted from the wages of employees in payment of membership dues. . . . Provided, That the employer has received from each employee . . . a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of the applicable collective agreement, whichever occurs sooner.'' Section 8(a)(3) of the Act permits employers and unions to provide for union-security clauses in their agreements. It is not an unfair labor practice for an employer, upon the termination of a contract containing a union-security clause, to discontinue checking off union dues. *Robbins Door & Sash Co*., 260 NLRB 659 (1982).

In the instant case, however, the Respondent did not discontinue deducting dues from the wages of its employees. Rather, Respondent admits that for each month after April 30, 1993, it deducted dues pursuant to unrevoked dues-checkoff authorizations which had been executed by its employees. Where an employer continues to deduct dues pursuant to an expired collective-bargaining agreement, it is a violation of the Act to fail to remit the withheld sums to the union. *Williamhouse-Regency of Delaware*, 297 NLRB 199 (1989), affd. 915 F.2d 631, 636 (11th Cir. 1990). No case has been cited to me, nor has research disclosed any case, holding that it is a violation of section 302 to remit such validly deducted dues to a union after the expiration of the contract.

As noted above, the 10(b) period extends to May 23, 1993, and the complaint alleges that since that date Respondent has failed to remit the dues which have been checked off. In early July 1993, Respondent remitted to the Union dues for the months of January and February 1993, although the check for February was not honored. Further, in August, Respondent's Attorney Horowitz informed Fisher, Respondent's representative for discussing grievances, that the Company was in arrears. General Counsel argues that the remittance of dues and the acknowledgment by Horowitz during the 10(b) period reaffirmed the past obligations of Respondent to make the payments and gave rise to a new 10(b) period.

Each month after the expiration of the collective-bargaining agreement that the Respondent withheld dues and failed to remit them to the Union constituted a new unfair labor practice under the holding of *Williamhouse-Regency of Delaware*, supra. I further find that each month that the Respondent withheld dues from its employees' wages constituted a reaffirmation of its duty to remit the sums to the Union. The Respondent had no justification for withholding the dues except to comply with the proviso of section 302(c)(4) that it may deduct money from the wages of employees in payment of membership dues and then remit that money to a representative of its employees. By continuing to deduct the money, Respondent reaffirmed to the employees and to the Union its obligation to remit all sums deducted from employees' wages.[7] Indeed, by making payments of dues to the Union in July 1993, for money due for January and February 1993, Respondent reaffirmed its obligation to remit all payments from January 1993, forward. The fact that it continued to deduct dues and never ceased doing so combined with the fact that it made partial payment within the 10(b) period is conduct inconsistent with its position that it is not required to remit sums to the Union. This finding is within the contemplation of the Board's rationale in *Chemung Contracting Corp*., 291 NLRB 773, 774 (1988). Because of Respondent's continual withholding of dues, there was no ''unequivocal repudiation'' of its obligation to remit all deducted sums to the Union. Cf., *Chemung*, at 775. There is no need to look at a contract that expired outside the 10(b) period to establish the obligation to remit the sums: each month that Respondent deducted dues from its employees' wages, it reaffirmed its

[6] Wage reopeners were provided on February 1, 1995, and February 1, 1996. Otherwise, all other terms and conditions remained unchanged.

[7] See *Snellco Construction*, 292 NLRB 320, 326 (1989).

obligation to remit the money to the Union. I find that Respondent violated Section 8(a)(5) and (1) of the Act by failing to remit to the Union the dues which it has deducted from the wages of its employees pursuant to valid checkoff authorizations.

III. CONDUCT OF STUART BOCHNER, ESQ.

On January 6, 1995, counsel for the General Counsel filed and served a motion which requested, in part, that I strike portions of Respondent's answer and impose sanctions against Stuart Bochner, Esq., counsel for Respondent. Attorney Bochner did not respond to the motion to impose sanctions upon him. The instant hearing has concluded and the case has been fully litigated: in these circumstances, it is not expedient to strike the answer. I shall deal only with the issue of sanctions.

The General Counsel urges several grounds for the imposition of sanctions upon Respondent's counsel. First, General Counsel cites Bochner's repeated statements at the instant hearing conducted on December 22, 1994, that he was unaware of General Counsel's Exhibit 12, the February 2, 1994 extension of the collective-bargaining agreement. As detailed above, Bochner stated that he had no notice of any extension of the contract and that no such document existed in his files. Bochner requested and received extra time to investigate the authenticity of the document and to show it to his client. In fact, as urged in General Counsel's motion and supported by attachments to that motion, Bochner has been in possession of General Counsel's Exhibit 12 since at least July 1994. On July 11, 1994, Bochner was served with a first amended complaint in Civil Action No. 94 Civ. 0020, a proceeding brought by the trustees of the Union's welfare fund against Cherry Hill Textiles which was pending before the Honorable Eugene H. Nickerson in the eastern district of New York. The existence of General Counsel's Exhibit 12 was alleged in the complaint and a copy of the document was attached to the complaint. On November 7, 1994, about 6 weeks before the instant hearing, a notice of motion for default judgment was served on Bochner in the civil action, and once again General Counsel's Exhibit 12 was annexed to the papers. There is no doubt that Bochner himself was served with the plaintiff's documents because he served, respectively, an answer on August 2, 1994, and an affirmation on November 22, 1994. It is therefore clear from the record that when Bochner stated at the instant hearing that he was unaware of General Counsel's Exhibit 12 and that it did not exist in his files, he was misleading me for the purpose of being granted further time to investigate the authenticity of General Counsel's Exhibit 12 in order to delay the instant hearing.

The General Counsel further cites Respondent's denial in its answer of certain allegations of the complaint as an example of Respondent's attempt to delay the instant proceedings.[8] Section 102.21 of the Board's Rules and Regulations states in part:

> The signature of an attorney constitutes a certificate by him that he has read the answer; that to the best of his knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. . . . For a willful violation of this rule an attorney may be subjected to appropriate disciplinary action.

On June 15, 1994, Bochner signed Respondent's answer to the complaint denying, inter alia, as alleged in paragraph 7, the composition of the appropriate unit, and as alleged in paragraph 11 that Respondent has deducted dues from the wages of its employees and failed to remit the sums to the Union. Because the answer signed by Bochner placed the allegations in issue, counsel for the General Counsel prepared and served upon Respondent a subpoena requesting records relevant to these allegations. Respondent does not dispute service of the subpoena and Respondent did not file a petition to revoke the subpoena. Nevertheless, Respondent did not comply with the subpoena and Bochner simply stated at the hearing, ''We did not comply and will not comply.'' When counsel for the General Counsel moved to strike certain portions of Respondent's answer at the instant hearing, Bochner stated on the record that on Respondent's behalf he would admit paragraph 7 of the complaint. I note that the Board's decision in *Cherry Hill Textiles*, 309 NLRB 268 (1992), specifically found the existence of the 1990–1993 collective-bargaining agreement at issue herein and specifically found the appropriate unit as alleged in the instant complaint. Later in the hearing, Bochner stated on the record that, ''We don't deny we deducted the dues. This is not an issue.'' Thus, it is apparent that Bochner signed an answer denying allegations of the complaint which were not at issue and which Bochner knew were accurate. The conclusion is inescapable that Bochner's denials were for the sole purpose of delaying the instant proceedings.

Section 102.44 provides that misconduct at any hearing before an administrative law judge or before the Board ''of an aggravated character, when engaged in by an attorney . . . shall be ground for suspension or disbarment by the board from further practice before it after due notice and hearing.'' Here, Bochner denied allegations of the complaint as to which he had knowledge and information that they were true. Yet Bochner signed an answer denying those allegations in the absence of any good ground to support it and the answer had the predictable result of putting the General Counsel to the expense of time to prepare and serve a detailed subpoena. Further, Bochner failed to comply with the subpoena without offering any reason for his action nor for his failure to file a petition to revoke the subpoena. This surely constitutes a willful violation of the Rule stated in Section 102.21, quoted above. Further, Bochner misrepresented his knowledge concerning General Counsel's Exhibit 12, and sought and received time to investigate the authenticity of the document, informing the administrative law judge on the record that he was not aware of the document and stating ''Unequivocally that no such copy of this document exists in any of our Cherry Hill files.'' This misrepresentation was for the sole purpose of delaying the instant hearing. Moreover, wholly apart from the purpose to achieve delay, Bochner's misrepresentation, an outright lie, made on the record to an administrative law judge, is an egregious violation of his duty as an officer of the court or tribunal before which he appears. The orderly administration of justice depends on the ability of the presiding public official, in what-

[8] Although General Counsel cites a number of instances of this conduct, I shall only deal with the two examples which are fully established in the instant record.

ever forum, to rely without question on the word of an attorney or representative appearing in that forum. This proposition is so obvious as to require no further explanation. Misrepresentations made by an attorney to an administrative law judge surely fall into the category of ''misconduct of an aggravated character'' within the contemplation of the Rule stated in Section 102.44. I shall recommend that Attorney Bochner shall within a period of 14 days have an opportunity to request a hearing and to show cause why he should not be suspended from practice before the Board. Based on the Board's discussion in in *Joel I. Keiler*, 316 NLRB 763 (1995), and based on the fact that Bochner has previously been warned by the Board in *Advance Waste Systems*, 306 NLRB 1020 (1992), I shall recommend that Bochner be suspended for a period of 6 months.

CONCLUSION OF LAW

By failing to remit to United Production Workers Union, Local 17–18, the dues which it has deducted from the wages of its employees pursuant to valid checkoff authorizations, Respondent has violated Section 8(a)c(5) and (1) of the Act.

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.

Respondent must remit to the Union all dues it has deducted from the wages of its employees with interest computed pursuant to *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The months for which dues have been deducted but not remitted to the Union shall be determined in the compliance stage of this proceeding.

Because the Respondent has a proclivity for violating the Act and has previously been found to have engaged in the identical conduct found herein in *Cherry Hill Textiles*, supra, I find it necessary to issue a broad order requiring the Respondent to cease and desist from infringing in any other manner on rights guaranteed employees by Section 7 of the Act. *Hickmott Foods*, 242 NLRB 1357 (1979).

On these findings of fact and conclusion of law and on the entire record, I issue the following recommended[9]

ORDER

The Respondent, Cherry Hill Textiles, Brooklyn, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to remit to United Production Workers Union, Local 17–18, the dues it has deducted from the wages of its employees pursuant to valid checkoff authorizations.

(b) 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) Remit to the Union all dues as specified in the remedy section of this decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of withheld dues due under the terms of this Order.

(c) Post at its facilities in Brooklyn, New York, copies of the attached notice, in English and Spanish, marked ''Appendix.''[10] Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that Stuart Bochner, Esq. shall, within 14 days from the issuance of this decision, have an opportunity to request a hearing and to show cause why he should not be suspended from practice before the National Labor Relations Board for a period of 6 months.

[9] 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.

[10] 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.''

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail to remit dues we have deducted from your wages pursuant to valid checkoff authorizations to United Production Workers Union, Local 17-18.

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 PAY to the Union the dues which we have deducted from your wages, with interest.

CHERRY HILL TEXTILES, INC.