

Testimony of **Stacey Pitts**
Before the Federal Aviation Administration
Regarding Proposed Regulations on Security Screening

OFFICE OF THE
LEGISLATIVE COUNSEL
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San Francisco, California
April 4, 2000

Good morning. My name is **Stacey Pitts**. I am a screener with **Argenbright** for Delta Airlines at LAX. I have worked as a screener at LAX for about 2½ years. Before working at LAX, I worked for six years as a security guard for companies outside the airport. Altogether I have worked in the security industry for eight years.

I wanted to testify before you today because I thought it was important for you to hear from a screener how our sub-standard working conditions and low-pay hurt our ability to provide the best possible passenger safety and security services. I also want to share with you some of the ways we have been trying to address some of these problems by organizing a union and by successfully lobbying City Council to improve our conditions.

Despite some successes, we still face many problems on a daily basis that make it difficult to provide the highest quality security services possible. Based on my first-hand experiences and from discussions with my coworkers, these are the major areas of our concern:

1. Faulty Equipment

Sometimes the screening companies use equipment that does not function properly and this hurts our ability to thoroughly screen the passengers and their baggage. For example, a few weeks ago a Delta agent came through the checkpoint where I work with a fake gun hidden on her person. The hand wand that I used did not detect the gun. The Delta agent tried it herself and admitted that it did not beep when it was supposed to. This was the second time in two months that I have been unable to detect something because the hand wand was not working properly.

Obviously if the equipment that we are using is faulty then the security is jeopardized. Faulty equipment is frustrating both to passengers and to us, the screeners. The Security companies must be forced to provide sufficient amounts of equipment so that if something breaks there is a back up readily available. The only way they will do that is if the regulations require it.

In another example, FAA agents recently conducted a test to see if a worker at the x-ray monitor would notice a test item concealed in someone's hand luggage. However, the worker was unable to detect the item because it did not show up on her screen. She showed this to the FAA agent and the agent confirmed that it could not be detected on her x-ray monitor. Our supervisor then tried to put the test item through one of the newer x-ray monitors that has both a color and a black and white screen. The test item was visible on both screens of this newer machine.

In this case, the worker was obviously not at fault-even the FAA agent was unable to detect the item on the older machine. Nevertheless, our supervisor unfairly suspended the worker and sent her home for the day. Workers should not be penalized when security companies and airlines use

faulty equipment.

2. Understaffing

Normally there are six workers at my security checkpoint: one x-ray monitor and one bag checker for each of the two x-ray machines, and one hand wand operator and a passenger screener. Sometimes, especially on the swing **shift** when workers call in sick, we are forced to operate the equipment with as few as four workers--which potentially jeopardizes security in the terminals. We need screening companies to maintain safe staffing levels so that we can do our work in a timely and professional manner. The only way to guarantee this is to maintain a small number of extra workers on staff who can cover for these unexpected absences. The companies are always going the other way, trying to get by with fewer workers so they can make more money.

3. Whistle-blower protection

When we see a situation where a supervisor or a manager or someone from the airlines may be violating safety rules, or where we see an unsafe situation, like the understaffing, we need to be able to speak to the FAA in confidence, with a guarantee that we are not putting our jobs in jeopardy. This is one of the major reasons we are organizing a union so that we can tell the truth and if the company tries to retaliate we will have a union contract to protect our jobs. The FAA needs to make sure that workers are **free** to tell the truth or else the whole system falls down, without these assurances, workers will continue to remain silent when they see problems at work.

4. Illegal threats and intimidation

Another reason we have been organizing is to improve our working conditions and wages. Our employers, through their supervisors and managers have tried to keep us **from** exercising our rights by illegally threatening, suspending and intimidating workers who participate in protected union activities. I have enclosed a copy of a recent Administrative Law Judge's ruling against my employer, **Argenbright**, on this matter as part of my testimony. Without unions, we will not be able to address issues like low pay, lack of health coverage, understaffing and not being treated with respect by our supervisors. Companies that violate the law in order to keep workers from forming unions should not be allowed to provide security services at airports. Illegal anti-union campaigns create an atmosphere of fear, which keeps workers **from** speaking up about problems. When that happens a crucial part of the security system is breached.

5. Low wages and-high turnover

In July, 1999 we began received a large wage increase because of the City's Living Wage Ordinance. Our wages went **from** less than \$12,000 a year to over \$18,000 a year. Before the wage increase, many screeners did not take their jobs as seriously as they do now. Because if they got written up or suspended, they could always find another minimum wage job. It seemed like most people only stayed on the job for a few months and then **left**. It seemed like before the wage increase, management would have to train a new worker on my **shift** almost every month or so replace someone who had quit.

Since we received the increase, people take the job a lot more seriously and professionally

There is a much less turnover, because workers see this job as worth keeping. Still, we do not receive enough pay for the important work that we do and for all of the responsibility that we have. No one can really survive on only \$18,000 a year, especially without health insurance. Many screeners still have to work two full-time jobs in order to make ends meet. That means that during their **shift** they are much more likely to be tired or distracted, instead of well rested and alert, as the job requires. Raising wages and providing affordable benefits is the best way to help turn this job into a quality job that workers value and remain committed to.

I want to make sure that the FM does not do anything that would limit the ability of cities and airports across the country to pass living wage ordinances like the one we have in Los Angeles. Wage increases are the only way to make sure that experienced workers stay on the job and that workers receive respect for the important work that we do.

I hope that my insights were valuable to this process and that the FAA will address the issues that I have raised. I also ask that the FAA begin to look for ways in which screeners themselves can participate in the planning and implementation of any and all programs designed to improve security at our airports.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ARGENBRIGHT SECURITY, INC.

and

Cases **31-CA-23668**
31-CA-23697
31-CA-23844
31-CA-23874

SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL **1877**

Alice **J. Garfield**, *Esq.*, of Los Angeles,
California, for the General Counsel.

Andrew Strom and **Alberto O. Torrico**, *Esqs.*,
of Los Angeles, California, for the
Charging Party.

Michael **G. McGuinness** and Anne **Garrett**, *Esqs.*,
of Los Angeles, California, for the Respondent.

DECISION

Statement of the Case

JAMES L. ROSE, Administrative Law Judge: This matter was tried before me at Los Angeles, California, on October **27** and **28, 1999**, upon the General Counsel's complaint which alleged that the Respondent disciplined **strikers** in violation of Section **8(a)(3)** of the National Labor Relations Act, as amended, **29 U.S.C. §151**, et seq., and committed **certain** violations of Section **8(a)(1)**.

The Respondent generally denied that it committed any violations of the Act and **affirmatively** contends that the unannounced strike posed an unacceptable danger to the public safety and therefore the strikers lost **their** protection under the Act.

¹All dates are in **1999**, unless **otherwise** indicated.

5 between Robinson and supervisor **Darice Caldwell**.³ Manager Kevin **Comejo** gave **Caldwell** a verbal reprimand for her part in this, but issued Robinson a written warning. This is alleged violative of Section **8(a)(3)**.

10 On April **29**, following a vote held at various places in the LAX terminals among employees a few days previously, **40** of the Respondent's employees walked off their jobs. The **strike** began at about **7:00** p.m. and lasted until **10:00** p.m. when the strikers made **written** unconditional offers to return to work, transmitted by hand and **FAX**. The strikers were not allowed to return to work that evening and were suspended. After a few days, the suspensions were lifted and the strikers allowed to return to work. Suspending the strikers is alleged violative of Section **8(a)(3)** of the Act.

15 A memo from the Respondent dated April **30** to the effect that future strikers **would be subject to discipline** or discharge is alleged violative of Section **8(a)(1)**. Also alleged violative of Section **8(a)(1)** are certain statements by management to employees.

20 B. Analysis and Concluding Findings.

1. The Strike.

25 The principal issue in this matter concerns the unannounced strike by employees **on** April **29**. The Respondent contends that notwithstanding the known possibility that **employees would** strike sometime, to do so without notice posed a substantial risk to the public safety, That is, for employees engaged in **pre-board** screening to walk off their jobs would leave the security check-points unmanned, and that in turn would allow passengers into boarding areas without being checked for weapons and explosives. Thus the Respondent argues **that** these employees have no right to strike as a general proposition, and specifically, the unannounced **strike** on April **29** was unprotected.

30 In support of its position, the Respondent cites **NLRB v. Federal Security, Inc., 154 F.3d 751 (7th Cir. 1998)**, which involves a fact situation sufficiently dissimilar to the instant case to render its holding inapposite. Federal was a **private** firm providing security for a large, dangerous housing project in Chicago. Its employee guards carried weapons and generally were responsible for maintaining order in the project. Substitutes for the striking guards were on duty within **20** minutes after the unannounced strike began, and there were in fact no harmful results during the absence of **guards**. Nonetheless, the Court (agreeing with Chairman **Truesdale** who dissented from the Board's decision) concluded that the strike in **such** circumstances posed an unacceptable **risk** to the public safety and therefore the striking employees lost their protection under the Act.

45 The function of **pre-board** screeners is to operate x-ray machines and other equipment to check persons entering the boarding area **for** weapons and dangerous material such **as** explosives. They are given eight hours of training, which is updated from time to time. The **Federal Aviation** Administration has rules governing their training and the number of **pre-** board screeners required for each check-point. The Respondent's witnesses testified that they have

50 ³ **Caldwell's status** as a supervisor within the meaning of **Section 2(11)** is uncertain inasmuch as the day before this incident she was demoted, effective August **1**. Still she appears to have been treated as a supervisor by management and employees.

5 **employees** in excess of FAA requirements. In addition, at least one **supervisor** is stationed at each **check-point**. And there is always a police officer in the **area**.

10 **The pre-board** screeners do not have the authority, training or equipment to stop someone from entering the boarding area who has not been screened or who is thought to **possess** a weapon. Their job is to notify their supervisor or **police** in **such** a case. However, according to Gates, should a check-point be breached by someone entering the boarding area **without being** screened, and if that person cannot be stopped or located, then the entire boarding area and planes are evacuated and searched. When the area is deemed **secured**, **then everyone** is rescreened.

15 Should there be an insufficient number of personnel to perform the screening, the **check-point** can be closed until a sufficient number become available. Doing so **would** necessarily cause disruption to air service – perhaps substantial disruption. But such a **result does** not mean employees forfeit their right to strike. As the Court said in *Federal Security*, “Of **course more** must be shown than the strike activity caused the employer inconvenience, for leverage is the whole purpose of a strike in the first place.” **154 F.3d at 755**. Indeed, one **check-point** was closed after the strike here began, as was one lane of another;

25 **Since** the Respondent provides the screening service **under** contract **with the airline** using the particular terminal, it appears that responsibility for security is **that of the airline**. Thus David Spencer, the Respondent’s manager in charge of **the United Airline account**, testified **that** in discussions with United representatives prior to the strike, **United** agreed to **assist** with screening if needed.

30 **The General** Counsel argues that the Respondent knew about and **was** prepared for the **strike**, even if it did not know precisely when the strike would begin. Therefore, **even** though employees were involved in public safety, they did not forfeit their right to strike. Although I reject **the** Respondent’s contention here and **conclude** that the strike was protected regardless of prior knowledge, I further conclude that the Respondent had ample notice of a potential strike. The Union had written to Respondent concerning a **card** check and possible **strike** action, which the Respondent acknowledged and dismissed; a strike vote **was** taken on two **days at** the terminal; there was a rally of union supporters earlier on April **29**; and **the** Respondent’s manager testified that he had heard rumors of a strike. **That the Respondent was** prepared for a strike is indicated by the fact that additional supervisors were assigned to **check-points** on the evening of April **29** and Spencer had discussed with **United** getting assistance if necessary.

45 **However**, I reject the General Counsel’s additional argument **that** since there was no proven actual harm as a result of the strike, the strikers did not lose the protection of the Act. **As the Court** noted in *Federal Security*, the absence of actual harm is irrelevant as hindsight. **The test** is **whether** harm is reasonably foreseeable.

50 I conclude that an unannounced strike by **pre-board** screeners would not pose foreseeable harm to persons or property. Though **pre-board** screeners perform an important service to airline security, they do not enforce rules against taking **weapons** or dangerous materials aboard airplanes. Such is for law enforcement authorities. Of course a strike by **pre-board** screeners could result in terminals being closed, and **a substantial** disruption to **air service**; but, again, this is not the kind of harm which would cause employees to forfeit **their** right to strike.

5 The Respondent's potential harm argument for striking wheel-chair attendants actually is one of inconvenience to passengers needing such assistance. No doubt if wheel-chair attendants strike, then passengers in need of wheel chairs might not be able to take their scheduled flight. And such would be very inconvenient, but no potential danger. For those on **an incoming** flight, assistance might be delayed, perhaps for a very long time. However, inconvenience. even to innocent bystanders, is not **sufficient** to deny one the right to strike. 10 Further, those wheel-chair attendants who went on strike did not do so until after they had completed any wheel-chair assignment they had. There is no evidence of any actual or **potential** harm as a result of the wheel-chair attendants striking.

15 Similarly, there is no evidence of potential harm resulting from baggage **handlers** striking. The Respondent argues that federal regulations mandate that checked baggage not be left unattended. Such, I conclude, is immaterial to the situation here. The Respondent's baggage employees handle curbside check-in. Where they are not available, the **passenger** must go to the ticket counter and have the baggage checked by airline personnel. Thus the absence of the Respondent's **baggage** handlers would pose an inconvenience, but not a 20 potential risk of harm.

I conclude that the strike was at all times protected by the Act, and **that the Respondent** failed to establish facts sufficient to find that the strikers lost that protection, Accordingly, the Respondent violated Section **8(a)(3)** by not immediately reinstating the strikers when they - 25 ended the strike on April **29** and by suspending them.

2. Reprimands for Striking.

30 Each striking employee received a written reprimand on April **30** which **Stated**: "On **4-29-99** at approximately **6:30** p.m., you abandoned your post. **You will not be paid for the time you missed.** If you abandon your post again for any reason you **will be** immediately terminated."

35 In addition, in a memorandum to all employees dated April **30**, **Gates wrote**:

Because of the FAA-mandated security function performed by many of our employees, **Argenbright** fully intends to enforce the disciplinary procedures contained in the Security Manual against any employee who jeopardizes the security of the Airport by leaving his or her assigned post without properly being 40 relieved.

Since the SEIU called a strike last night and then made an unconditional offer to return: any additional strike activity will be considered intermittent and will therefore be unprotected by the **NLRB**. Any employees participating in such 45 activity will be subject to discipline up to and including discharge.

No doubt some strikes are not protected; however, as a general **rule they are**, leaving to the employer to prove circumstances sufficient to establish that the **particular** strike is not protected. It is possible that a future strike by the Respondent's employees would be 50 unprotected, but not necessarily, Such would depend on the facts at the time. But the import of these reprimands (reinforced by the above-quoted memorandum) is that any future strike would be considered unprotected. In short, **Argenbright** employees do not have the **right** to strike and would be summarily terminated if they engage in future lawful, protected strike activity. I therefore conclude that the warnings and memorandum contained threats violative of

5 Section **8(a)(1)**. I further conclude that the written **reprimands** for having engaged in a protected strike were violative of Section **8(a)(3)**.

3. Other Section **8(a)(1)** and **8(a)(3)** Allegations.

10 a. Memorandum of July 17, 1998.

On July 17, 1998, Gates sent an anti-union memorandum to each employee in which he stated that a union flyer was "full of misinformation and half-truths. . . ." After giving what he contended were truthful corrections to statements by the Union, he wrote:

15 Thank you for taking the time to read this. I know **that you** are probably getting sick of all this union talk. I know that I am. But I promised you that I would do whatever I can to get you all the facts **about** the **SEIU** and unions in general. As you learn more of the facts, I hope that you will realize that the only way to put all of this union business behind us is for you to tell the **SEIU that you** 20 **are** not interested in what they are selling, and by refusing to sign **any** union cards or petitions. *Remember, it is against the law **for any SEW paid organizer or pro-union** employee to harass or intimidate you because **you don't want a union. If you feel that you are** being harassed or intimidated, please **notify me immediately.*** Also please see me or your supervisor if you have any questions 25 about the issues discussed in this memo.

The italicized portion is alleged to be violative of Section **8(a)(1)** of the Act. It is alleged, and I agree, that employees could reasonably interpret this to mean that they should **report** to 30 management the union activity of fellow employees. The words 'harassed' and 'intimidated' are vague and **conclusionary** and therefore susceptible to a **variety** of interpretations by employees. Gates did not suggest any objective standard of misconduct to be reported. Therefore, I conclude that he sought to have employees report the lawful union activity of others, and such is violative of Section **8(a)(1)**. E.g., *Arcata Graphics/Fairfield, Inc., 304* 35 *NLRB 541(1991)* where the Board held that asking employees to report 'abusive treatment' **could** reasonably be interpreted to cover lawful attempts to unionize.

b. Warning to Dionicia Robinson,

40 On August 12, 1998, **Dionicia** Robinson and several other employees (as well an employee of the Union) presented a petition signed by employees concerning the Respondent's tardiness policy. During the ensuing discussion, Robinson and **Darice Caldwell** 45 **had** a loud verbal exchange in which, among other things, Robinson said that **Caldwell** was "deceitful and dishonest"

For this Robinson was given a written reprimand by account manager Kevin **Comejo**, whereas **Caldwell was** verbally admonished about her part in the confrontation. Though Robinson's acts and statements are not to be condoned, there is little question that but for the **fact she was engaged** in protected activity, she would not have received a **written** reprimand. 50 **Caldwell** did not, and she was an equal participant in the confrontation. As 'duty manager' **Caldwell** had apparently been Robinson's supervisor: but that position **was** eliminated effective **8/1/98** according to a Change in Status form dated **8/1/98**. There is no factual justification for the Respondent having treated **Caldwell** more leniently than Robinson.

5 Beyond this clear disparity of treatment, the Board recognizes that sometimes during
the course of pursuing protected activity employees use “salty language” and are sometimes
defiant. Still, such does not cause them to lose the protection of the Act. E.g., *Severance
Tool Industries, Inc.*, 301NLRB 1166 (1991) where an employee yelled at a manager during
the course of protected activity and when leaving the manager’s office said, ‘son of a bitch.’

10 Accordingly, I conclude that by giving Robinson a written reprimand on August 13,
1998, the Respondent violated Section 8(a)(3) of the Act.

c. Alleged Violations by David Spencer on April 11.

15 On April 11, Spencer met with his employees to discuss the potential for a strike. This
meeting was occasioned by rumors he had heard that there would be a strike. During the
course of this meeting, Spencer told employees that in the event of a strike, they would be
replaced.

20 The General Counsel argues that such was an unlawful threat. The Respondent
contends it was not because it was a true statement of the law, notwithstanding that Spencer
did not recite the nuances of striker replacement law.

25 Basically the Respondent argues that a line supervisor cannot be expected to be
versed in all the ins and outs of labor law, therefore a partial, but true, statement cannot be
found a violation. I disagree. Spencer’s statement about strikers being replaced, without
more, clearly would leave the impression that if employees struck they would be terminated.
30 While his precise wording was accurate, by stopping when he did he clearly left the incorrect
impression. Spencer may not be required to know all the subtles of labor law, but having
undertaken to state the law (and the risks employees faced) he was required to make a
complete statement. He was not, after all, required to say anything. I therefore conclude that
by telling employees they would be replace in the event of a strike, Spencer threatened them
in violation of Section 8(a)(1) of the Act.

35 Following the meeting, Carlos Alvarez (who is no longer an employee, having failed a
required test) apparently talked to Spencer and told Spencer that he “don’t know nothing about
it. Because I was afraid at that time. I was nervous. And I say, ‘I don’t know about the strike.’”

40 According to Alvarez, but denied by Spencer, Spencer said to him, “If you do know,
please let me know. If you don’t let me know, you will be in trouble.”

45 Counsel for the Respondent argues that Spencer should be credited over Alvarez
because Alvarez was asked leading questions and certain statements in his affidavit were
inconsistent with his testimony. I do not agree that Alvarez’s affidavit was inconsistent in any
material respect with his testimony. Though he was asked an initial leading question (which
assumed a fact stipulated to) such is not sufficient to discredit him. On the other hand, he is
no longer an employee and has no apparent stake in the outcome of this proceeding,
50 whereas, of course, Spencer does. On balance, I credit Alvarez over Spencer and conclude
that Spencer unlawfully interrogated and threatened an employee in violation of Section
8(a)(1) as alleged in paragraphs 10 (b) and (c) of the complaint.

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IV. REMEDY

Having found that the Respondent engaged in certain unfair labor practices, I shall **recommend** that it cease and desist therefrom and take certain affirmative **action** designed to effectuate the policies of the Act, including making whole employees who were suspended **for** engaging in the April **29, 1999**, strike for any lost wages or other benefits they may have **suffered** in accordance with the formula set forth in *F.W. Woolworth, Co.*, **90 NLRB 289 (1950)** and New *Horizons for the Retarded*, **283 NLRB 1173 (1987)**.⁴

Upon the foregoing findings of fact, conclusions of law and the entire record herein, I issue the following recommended ⁵

ORDER

The Respondent, **Argenbright** security, Inc., its officers, agents **and** assigns shall;

1. **Cease**, and desist from:

- a. Refusing to reinstate economic strikers **who** have not been permanently replaced.
- b. Threatening employees with termination or other reprisals because of their because they engage in **protected strikes**.
- c. Reprimanding and suspending employees for having engaged **in** a protected strike.
- d. Asking employees to report on the union activity of other employees.
- e. Issuing written warnings to employees who engage in protected, concerted activity.
- f. In any like **or** related **manner**, interfering with, restraining or **coercing** employees in the **exercise** of the rights guaranteed them by Section 7 of the **Act**.

⁴ Gates testified that all suspended **strikers** were **paid** for the time they were off work, but offered no evidence in support of this **assertion**. Accordingly, the order will include a **backpay provision**, leaving to compliance whether and to **what** extent employees were paid.

⁵ 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**.

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

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a. Make whole all suspended strikers for any loss of wages or other benefits they may have suffered, with interest, as provided in the Remedy section above.

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b. Within **14** days **from** the date of this Order, remove from its files any reference to the unlawful suspension of each striker **and Dionicia** Robinson and within 3 days thereafter notify the employees in writing that this has been done and that the warnings will not be used against them in any way

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c. Preserve and, within **14** days of a 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 **backpay** due under the **terms** of this Order.

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d. **Within 14** days after service by the Region, post at its facility copies of the attached notice marked "Appendix.*" Copies of the notice, on forms provided by the Regional Director for Region **21**, 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. In the event that, during the **pendency** of these proceedings, the Respondent has gone out of business or closed its 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 the date of this Order.

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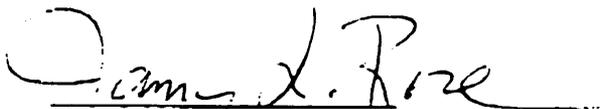
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e. Within **21** days after **service** by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has **taken** to comply.

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Dated, Washington, D.C.
January **27**, **2000**

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James L. Rose
Administrative Law Judge

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⁶ If this Order is enforced by a Judgment of the 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

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT refuse to reinstate economic strikers who have not been permanently replaced.

WE WILL NOT threaten employees with termination or other reprisals *because* **they engage in protected strikes.**

WE WILL NOT reprimand or suspend employees for having engaged in a protected strike. "

WE WILL NOT ask employees to report on the union **activity of other employees.**

WE WILL NOT issue written warnings to employees who engage in protected, concerted activity. ,

WE WILL NOT in any like or related manner, interfere with, restrain **or** coerce our **employees in the exercise** of the rights guaranteed them by Section 7 of the Act.

WE WILL make whole all suspended strikers for any loss of wages or other benefits they may have suffered, with interest.

WE WILL within **14** days remove from our files any **reference** to the unlawful suspension of **each** striker and **Dionicia** Robinson and within 3 days thereafter notify the **employees in writing that this** has been done and that the warnings will not be used against them in **any way.**

ARGENBRIGHT SECURITY, INC

(Employer)

Dated _____ By _____
(Representative) (Title)

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 with any other material. Any questions **concerning** this notice or compliance with its provisions may be directed to the Board's Office, **11150** West Olympic Boulevard-Suite **700**, Los Angeles, California. Telephone **310-235-7352.**