National Care & Convalescent Industries, Inc. d/b/a Elmwood Nursing Home and Professional and Health Care Employees Division, Local 98, chartered by Retail Clerks International Association, AFL-CIO. Cases 13-CA-16552 and 13-RC-14325

September 25, 1978

DECISION AND ORDER

BY CHAIRMAN FANNING AND MEMBERS PENELLO AND TRUESDALE

On June 7, 1978, Administrative Law Judge Abraham Frank issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief to Respondent's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board had delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.

We agree with the Administrative Law Judge that Respondent granted the pay increase in lieu of free lunch for the purpose of discouraging union activity, in violation of Section 8(a)(1) of the Act. Considering all of the circumstances, we find that the Administrative Law Judge properly inferred that Respondent had knowledge of union activity among its employees at the time it granted the pay increase.

The record reveals that the Union began organizing in late December 1976 or early January 1977[2] by placing mail-in authorization cards and flyers entitled "Should We Organize a Union?" on the windshields of cars in Respondent's parking lot. The Union began to receive signed authorization cards in the latter part of January, the earliest cards received being dated January 25 and postmarked January 26. In response to these cards, the Union conducted an organizational meeting on February 3 with those employees who had expressed an interest in the Union. Subsequent meetings were held on February 10 and 19. Respondent's administrator, Katherine Klose, testified that she became aware of union activity among the employees on February 24. At a meeting with employee Warren on February 25, Klose informed Warren of her knowledge and questioned Warren concerning which employees and shifts were involved. On February 25, when the Union received a majority of signed authorization cards, it filed a representation petition with the Board. From this date until the election on May 4, Respondent engaged in a clear course of unlawful activity including, *inter alia*, interrogation, threats, and creating the impression of surveillance.[3]

It was during this same period of time that Respondent decided to grant a pay increase to those employees who regularly ate meals at the nursing home in lieu of the free lunch which they had been receiving. The record reveals that representatives of Respondent first met to discuss the possibility of eliminating the lunches in exchange for a wage increase on January 10. At this meeting, it was noted that the staff might prefer the increased salary rather than the lunch benefit. Klose testified that the idea of substituting pay increases for free lunches was prompted by both employee suggestions and economic factors. However, the record fails to reveal what prompted Respondent to meet and consider the change at this particular time. At the conclusion of this meeting, the representatives agreed to go back to the employees to ascertain their perference and to meet again the following month to discuss further the possible change.

The same representatives of Respondent met again on February 14 and agreed that the employees would indeed prefer increased money to the lunches they had been receiving. They therefore decided to go ahead and grant the raise. On that day a notice was posted informing the employees that, as of February 22, free lunches would no longer be served, but, in lieu of thereof, employees would receive a wage increase. The increase became effective on February 15 and was received by the employees in their March 15 paychecks, which represented hours worked during the February 15-28 pay period.

We find that Respondent's grant of the wage increase in lieu of lunch was violative of Section 8(a)(1) of the Act. In support of this finding, we note Respondent's union animus, as evidenced by its other unfair labor practices, and the suspicious timing of the decision to grant this wage increase. While Respondent's representatives testified that they first met to consider the elimination of the lunches on January 10, it is significant that the record fails to set forth what, if anything, prompted Respondent to meet and consider the change at that time. Based on the record

[1] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

[2] All subsequent dates refer to 1977 unless otherwise indicated.

[3] Under these circumstances, we agree with the Administrative Law Judge that a bargaining order retroactive to February 25, 1977, is appropriate. See *Beasley Energy, Inc., d/b/a Peaker Run Coal Company, Ohio Division #1*, 228 NLRB 93 (1977). Chairman Fanning, in the circumstances of this case, would grant only a prospective bargaining order.

as a whole, we find the inference compelling that Respondent had knowledge of union activity among its employees early in the Union's organizational campaign[4] and was therefore motivated to consider and grant the pay increase by a desire to satisfy the employees' preference for a financial benefit and thereby discourage union activity. Although Klose testified that she learned of union activity on the evening of February 24, we note that the Union's organizing activities were of such a nature that in the normal course of events these activities must have been noticed by Respondent.[5]

Furthermore, the actual decision to grant this raise was not made until February 14. By that date, union organizing activity among Respondent's employees was well underway, as evidenced by the fact that several employees had already signed authorization cards and attended organizational meetings on February 3 and 10. When the above circumstances are viewed in conjunction with Respondent's other unfair labor practices, the true purpose and effect of this wage increase becomes apparent. We therefore find this increase to be violative of Section 8(a)(1) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, National Care & Convalescent Industries, Inc., d/b/a Elmwood Nursing Home, Aurora, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[4] See *N.L.R.B.* v. *Malone Knitting Company*, 358 F.2d 880, 882 (C.A. 1, 1966); *Wiese Plow Welding Co., Inc.*, 123 NLRB 616 (1959).

[5] See *Coral Gables Convalescent Home, Inc.*, 234 NLRB 1198 (1978).

DECISION

ABRAHAM FRANK, Administrative Law Judge: The charge in this case was filed on June 9, 1977,[1] and the complaint, alleging violations of Section 8(a)(1) of the Act, issued on August 30. The hearing was held at Chicago, Illinois, on November 9. The General Counsel and the Respondent filed briefs, which have been duly considered.

The issue in this case is whether Respondent interfered with, restrained, and coerced its employees by interrogation, threats, creating the impression of surveillance, and granting wage increases prior to the Board election of May 4. Subsidiary thereto is the question whether, as a matter of remedy, a bargaining order is warranted.

[1] All dates are in 1977 unless otherwise indicated.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. *Preliminary Findings and Conclusions*

Respondent, a Delaware corporation, is engaged in the business of operating a nursing home at 1017 West Galena, Aurora, Illinois. Respondent admits, and I find, that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

The Charging Party-Petitioner, hereinafter called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

B. *The Organizational Drive*

The Union began its organizational campaign during the last part of December 1976 or the early part of January. Mail-in authorization cards and handbills, urging the organization of a union, were placed on the windshields of the cars in the parking lot at Elmwood Nursing Home. Four employees, Diane George, Julie Riechert, Betty Warren, and Shirley Large, obtained their cards in this manner, signed them on January 25, and forwarded them to the Union. These employees were contacted by Union Representatives Tom Villa, Bob Hert, and Bob Hamilton. On February 3 the union agents and these employees met at the Circle E Restaurant in the Westgate Shopping Center in Aurora. Present in addition to the above employees were Pam Johnson, Jo Ann Riechert, and Sara Almy. The latter two employees signed cards at this time. The union representatives explained to the employees that a majority of the employees had to sign authorization cards if they wanted representation and that the cards would be used for a twofold purpose: (1) to obtain recognition from the Employer through a card check by a third person or (2) to petition for an election through the National Labor Relations Board in the event the Employer refused to recognize the Union. On February 10 the union representatives met for a second time with the same employees, except that Pam Johnson was not present, but Janice Simmons attended and signed a card in Villa's presence.

On February 19, a Saturday, the union representatives met with employees Jo Ann Kinane, Diane George, and Margaret Daum at the McDonald's restaurant in the same shopping complex. Kinane had signed a card on February 9, and Daum had signed a card on February 10. Employees Cynthia Hill, Christine Reinsdorff, Carolina de Leon, Deanna Pierce, and Gwen Fredes had also signed cards on February 9. The union representatives again explained that the meeting was for the purpose of organizing the Elmwood Nursing Home and that it was important to obtain a majority of authorization cards for a card check or a secret-ballot election. The union agents obtained a list of employees on the night shift and asked the employees present to sign up their people. It was agreed that Kinane would meet with Hamilton the following Monday.

Kinane distributed cards to most of the employees on the night shift. On February 19 Alice Cox, Janice Rogers, Bonnie Bivens, Joy Retterer, and Peggy Kirtley signed authorization cards. Julie Ferguson, Jodeen Lautwein, Sharon Dunkle, and Elma Watkins signed cards during the first 2 weeks of February.

The cards so obtained are single-purpose authorization cards headed in large print "Authorization for Representation." In smaller print above the space for the employee's signature the signer authorizes the Union to represent him for "the purpose of collective bargaining respecting rates of pay, wages, hours of employment or other conditions of employment in accordance with applicable laws."

The Respondent does not challenge the validity of such executed cards. I find that the signatures of employees on these cards were not obtained by fraud, duress, or other improper means and that such signed cards in evidence are valid designations of the Union as the collective-bargaining representative of the employees whose signatures appear thereon.

On February 25 the Union filed its petition for an election in the below-described stipulated unit:

> All full-time and regular part-time service and maintenance employees, including nurses aides, housekeepers, kitchen-aids, cooks, head cook, head of housekeeping and activities aides employed at the Employer's facility currently located at 1017 West Gelena, Aurora, Illinois, excluding registered nurses, licensed practical nurses, office clerical employees, technical and professional employees, guards and supervisors as defined in the Act.

As of February 25 there were 44 employees in the above appropriate unit of whom a majority, 23, had authorized the Union by their authorization cards to represent them.

C. *The Respondent's Preelection Conduct*

1. Interrogation, threats, and creating the impression of surveillance[2]

On February 25 about 10 a.m. employee Betty Warren was called to the office of Klose by Mrs. Janis, the head nurse. Present at the meeting were Warren, Klose, Janis, and Mary Roberts, the assistant administrator. Klose said she wanted to know who the girls were. Warren did not provide that information. Klose wanted to know it it was all three shifts. Warren said "Yes." Klose said the employees were being disrespectful to her, not coming to her when she had always been open and honest with them. They should be that way with her. Klose said that she had also heard that Shirley Large and Warren were the instigators. Warren denied that this was so. Toward the end of the meeting, as Warren got up to leave, Klose said that Warren's job was in her hands. During the course of the meeting, Klose said she knew there had been meetings and where they had been held and which girls attended.

In late February or early March, Warren and Large had a conversation with Klose in the dining room. Confirming a notice on the bulletin board, which Warren had seen, Klose told them that there would be a pay increase in lieu of free lunches for the employees. Large asked if they would all get the same amount, that there would be trouble if they did not, because everybody discussed their wages even if they were not supposed to. Klose said everyone would receive a 15-cent increase. Klose said that if the Union did get in, there would be a lot of changes. When a union came in a contract is negotiated and there could be no exceptions for individual cases. Klose said that Warren and Large could not be nurses aides coordinators, a higher paid classification, if the Union came in; that Large would not be able to leave to take her boy to school at lunchtime; and that on weekends they would have to work an 8-hour, rather than their current 6-hour, shift.

Subsequent to this conversation Warren received a 35-cent pay increase and Large received a 25-cent increase in their March 15 paychecks. Within the next week Large went to Klose's office and asked for another increase. Large pointed out that she and Warren had started their employment at the same time and asked why Warren had received a larger raise. Roberts, who was present, said there was not that much difference between the time Warren and Large had started, just a couple of months. Klose then agreed to give Large another dime.

About a week following March 15, the date employees received a pay increase effective February 16, employee Peggy Kirtley, who had seen the notice on the bulletin board that the employees would receive a pay increase in lieu of free lunches, went to Klose's office. Kirtley complained that she had received only a 15-cent increase, whereas other employees had received more. Klose pointed out that Respondent had helped Kirtley on several personal matters in the past, and Kirtley agreed. Then Klose said that she couldn't understand why the girls had gone behind her back trying to get a union when all they had to do was come to her, because she had always tried to help the girls. She asked Kirtley if Kirtley had received any letters in the mail from the Union, if the Union had come to the house, and if Kirtley had gone to any of the meetings. Kirtley replied negatively to the latter two questions and Klose remarked that Klose was glad Kirtley understood how they felt and that Kirtley was on the side of Klose. Klose then asked Kirtley if 20 cents more would be enough. Kirtley received the additional pay increase in her next check.

Klose testified that she had told Warren at the February 25 meeting that Klose had heard the evening before that there was talk of organizing a union and that union activity had taken place. Klose testified further that she told Warren that Klose knew the employees had been meeting and asked Warren if Warren knew anything about the Union and if it involved everyone on all the shifts. Klose denied that she had asked Warren about the participation of any specific individual, that Klose had said that Warren and Large were the instigators, that Klose knew where the meetings had been held and which girls attended, or that Klose had said that Warren's job was in her hands.

With respect to the meeting in the dining room with Warren and Large in late February or early March, Klose could not remember specifically what she said and what the employees said. She did not remember what Large said about the subject of Saturday shifts. She did not remember that Large made the comment that there would be trouble if all the aides did not receive the same increase. She recalled that she had asked Warren and Large to come to the dining room to see if they totally understood the pay increase in lieu of food. She also recalled asking them to re-

[2] In resolving issues of credibility with respect to the several conversations set forth herein, I have, for reasons stated below, credited employees Warren, Large, and Kirtley over Katherine Klose, the administrator of the Home.

flect with her on what they had. Klose had difficulty recalling any discussion of the subject of coordinators at that meeting but finally denied that she had said that Warren and Large would not be coordinators if the Union got in.

Klose also denied discussing the Union with Kirtley in mid-March.

I have considered carefully the credibility issue raised by the testimony of Kirtley, Warren, and Large and that of Klose. While Klose is a soft-spoken lady and would not, in my opinion, utter a coarse or vulgar word, it is not inconceivable, as Respondent suggests, that she would make the alleged threats. Klose was strongly opposed to the Union and indicated to Warren that the employees were disrespectful to her in not coming to her rather than organizing a union. As a witness Klose was not impressive. Her memory failed her at critical points. Her recollection of the conversations was vague and generalized and, at times, evasive. On the other hand, the testimony of Kirtley, Warren, and Large was specific and direct and had the ring of truth. In crediting Kirtley, Warren, and Large, I have taken into consideration the fact that Roberts, who was present at the meeting with Warren and Large and who testified for Respondent at some length, was not asked to corroborate Klose's testimony. Janis, who was also present at that meeting, did not testify.

2. The wage increases

On January 10 Klose held a meeting with Roberts; Janis; Mrs. Florian, representing housekeeping; and Mrs. De Jonghe, representing the kitchen. At this meeting the group discussed the cost of food for lunches and the fact that the employees might rather have a pay increase and either bring their own lunches or skip lunches completely. The group met again on February 14, and everyone agreed that the employees preferred money to food. The employees were notified by a notice on the bulletin board that the last luncheon would be served on February 22, and a pay raise would be granted in lieu of future lunches. Klose determined, after visiting several area hospitals, that the value of the luncheon employees received was about $1.20. The wage increase in lieu of lunches was fixed at 10 cents per hour for part-time employees and 15 cents for full-time employees. In reaching the decision to grant a pay increase in lieu of free lunches, Respondent was motivated equally by its interest in saving the cost of food and a desire to satisfy the employees' preference for a pay increase rather than free lunches.

On February 16 Respondent granted pay increases to 32 employees. These increases were reflected in the paychecks received by the employees on March 15. Six employees received an increase of 10 cents per hour; 16 employees received an increase of 15 cents per hour; 3 employees received an increase of 20 cents per hour; 4 employees received an increase of 25 cents per hour; 3 received increases of 30 cents, 35 cents, and 40 cents, respectively. Seven or eight employees did not eat a meal at Respondent's expense. Three of these employees received increases of 10 cents or 15 cents per hour on February 16. Of these latter employees, one, Cynthia HIll, had received a 10-cent increase on January 1 and received another, 15-cent increase on May 1. Of the remaining five employees in the nonmeal category, one had received a 25-cent increase on January 1; three had received increases of 10 cents on January 1 and a further increase of 15 cents on April 16 or May 1; and one employee, James Boyd, who may or may not have eaten lunch, received 35 cents on May 1. During the period from February 16 to May 4 Respondent granted increases to 35 employees, ranging from 10 cents to 40 cents per hour. As indicated above, several employees complained to Klose that their February 16 increases were inadequate and were granted additional increases by Klose.

Analysis and Final Conclusions of Law

The burden was on the Respondent to establish that the pay raise of March 15, effective as of February 16, and other raises granted during the period immediately preceding the election of May 4 were explainable on lawful grounds and were not granted by Respondent for the purpose of dissuading the employees from joining the Union and to dissipate its majority. *Schwab Foods, Inc., d/b/a Scotts IGA Foodliner,* 223 NLRB 394, 406 (1976), and cases cited therein. The Respondent has not met its burden.

Roberts testified that she and Klose reviewed employees' pay records every 6 months to a year for the purpose of awarding merit or regular raises. An employee would be entitled to an orientation raise from 2 to 6 months of employment. With respect to raises given the employees in their paychecks from March 15 to May 4. Roberts testified that such raises were either merit raises, orientation raises, raises in lieu of lunch, or a combination of the latter raise and raises due to merit or orientation. It is clear, however, that the general pay raise of February 16, received by the employees on March 15, was motivated, at least in part, by Respondent's interest in granting employees at that particular time a financial benefit which they preferred to a free lunch. No such consideration had been given to the desires of the employees for a raise in lieu of lunch prior to the advent of the Union. Nor does it appear from the record that Respondent has a consistent policy of granting merit or regular increases to employees based on a 6-month to 1-year review of the employee's pay record. Irene Dmytrenko, who received a raise of 40 cents on February 16, had not received a raise since April 1975. Elizabeth Hewitt, who received a raise on January 1, had not received a raise since November 1974. John Hollingsworth, who received a raise of 25 cents on January 1, had not received a raise since September 1971. Elma Watkins, who received increases on February 16 and April 1, had not received a raise since 1973. Kirtley received a raise in the context of Klose's interrogation concerning Kirtley's union activity and Klose's conclusion that Kirtley was on Klose's side. From January to May, a period of less than 6 months, several employees received two raises, and one employee received three, including the raise of February 16. Respondent has made no showing that it has ever before granted so large a volume of raises in so short a period of time.

A fair summation of the evidence is that Klose and Roberts, beginning at least in February and continuing through April 15 to 30, undertook a thorough review of the pay records of all unit employees and saw to it that most of them were granted one or more pay raises, in certain in-

stances making up for long neglect and in others responding to the employees' demand for more pay. In view of the impending election, Respondent's hostility to the Union, its knowledge of employee meetings with the Union, and Respondent's failure to establish that, absent union organization, such pay increases normally would have been granted its employees, the inference is compelling that, in providing a pay raise in lieu of lunches and in granting an extraordinary number of pay raises during this critical period, Respondent's purpose and the effect of the raises were to discourage union activity and to influence its employees to vote against the Union.

I conclude that by such conduct Respondent has violated Section 8(a)(1) of the Act.

I conclude that Respondent has further violated Section 8(a)(1) of the Act by the following conduct:

(1) Klose's interrogation of Warren on February 25 as to the names of girls who were engaged in union activity and if it was all three shifts.

(2) Klose's statement to Warren on February 25, creating the impression of surveillance, that Klose had heard that Large and Warren were the instigators, that Klose knew there had been meetings, where they had been held, and which girls attended.

(3) Klose's veiled threat to Warren, as Warren was about to leave the meeting on February 25, that Warren's job was in her hands.

(4) Klose's threats to Warren and Large in late February or early March that if the Union came in Warren and Large could not be nurses aides coordinators, that Large would not be able to take her boy to school at lunchtime, and that on weekends they would have to work an 8-hour, rather than their current 6-hour, shift.

While Klose suggested that Warren and Large would be deprived of these benefits under a union contract, no demands had been made by the Union, no contract was being negotiated, and Klose had no objective grounds to believe that the Union would insist, if it became the employees' bargaining representative, upon rigid and uniform personnel practices adverse to the interests of the Respondent and individual employees.

(5) Klose's interrogation of Kirtley in March as to whether Kirtley had received any letters in the mail from the Union, if the Union had come to the house, and if Kirtley had gone to any of the meetings.

The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

The unit appropriate for collective bargaining is:

> All full-time and regular part-time service and maintenance employees, including nurses aides, housekeepers, kitchen aides, cooks, head cook, head of housekeeping, and activities aides employed by the Employer's facility currently located at 1017 West Gelena, Aurora, Illinois; excluding registered nurses, licensed practical nurses, office clerical employees, technical and professional employees, guards, and all supervisors as defined in the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that Respondent cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

The General Counsel urges and the Respondent opposes a bargaining order to remedy the unfair labor practices found above. Such an order is warranted in cases of this type where the employer's unfair labor practices are of such a nature, even if not outrageous and pervasive, that they have a "tendency to undermine majority strength and impede the election processes." *N.L.R.B.* v. *Gissel Packing Co., Inc.*, 395 U.S. 575, 614 (1969). Respondent's unfair labor practices are, in my opinion, serious in nature. Beginning on February 25, the very date the petition for an election was filed, Respondent embarked upon a course of conduct to inform the employees that it was aware of, and hostile to, the formation of a union; that employees could lose benefits by voting for a union; and that, as demonstrated by the grant of a wage increase to virtually all of the unit employees before the date of the election, they did not need a union to receive such a benefit. As indicated above, the wage increases were not shown to have followed Respondent's uniform prior practice and do not otherwise appear to be based upon lawful business necessity. The employees could reasonably believe that they had achieved a large measure of what they were seeking through union representation. *Tower Enterprises, Inc., d/b/a Tower Records*, 182 NLRB 382, 387 (1970). Nor is a bargaining order inappropriate because there has been a large turnover of employees at Respondent's facility. *Colonnade Hotel*, 235 NLRB 1362 (1978). A wage increase during the critical period of union organization has a profound and lingering effect upon the employees. *Idaho Candy Company*, 218 NLRB 352 (1975). In the instant case it bolstered Respondent's position that all the employees had to do was to go to Klose rather than the Union if they were dissatisfied with their pay and other conditions of employment. The impact of such a policy not only extends to employees currently employed but, by communication, may reach new employees with the same unlawful message in the foreseeable future. Accordingly, I conclude that Respondent's wage increases announced or granted beginning on March 15, effective as of February 16, and prior to the election of May 4 and other unfair labor practices, set forth above, have impaired the ability of the employees to freely express their choice in another election. I find that the employees' sentiment expressed through cards is a more reliable gage of employee choice than an election. A bargaining order under the rule of *Gissel, supra*, is therefore appropriate. Respondent's bargaining obligation commences as of February 25, the date the Union achieved majority status and the date Respondent embarked upon its unlawful course of conduct. *Beasley Energy, Inc., d/b/a Peaker Run Coal Company, Ohio Division No. 1*, 228 NLRB 93 (1977).

Objections to the Election

The objections allege, in substance, that the Employer unlawfully interrogated employees on and after February 25, threatened employees with discharge if they supported the Petitioner in the upcoming election, and granted wage increases to the employees to cause them to vote against the Petitioner in the election. These objections parallel the un-

fair labor practices found above, and for that reason the objections are sustained.

In view, however, of the bargaining order recommended herein, I recommend further that the election in Case 13-RC-14325 be set aside and that the petition in that case be dismissed.

ORDER[3]

Respondent National Care and Convalescent Industries Inc., d/b/a Elmwood Nursing Home, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Granting pay increases to employees for the purpose of influencing them to vote against a labor organization.

(b) Coercively interrogating employees concerning their own and the union activity of other employees.

(c) Creating the impression of surveillance by informing employees that Respondent had heard who the instigators of the Union were, knew there had been union meetings, where they had been held, and which employees attended.

(d) Threatening employees with possible discharge as a result of their union activity.

(e) Threatening employees with loss of benefits if the Union became the employees' bargaining representative.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Section 7 of the Act.

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

(a) Recognize and, upon request, bargain collectively with Professional and Health Care Employees Division, Local 98, Chartered by Retail Clerks International Association, AFL-CIO, as the exclusive bargaining representative of the employees in the below-described appropriate unit and, if an agreement is reached, embody such agreement in a written, signed contract:

The appropriate unit is:

> All full-time and regular part-time service and maintenance employees, including nurses aides, housekeepers, kitchen aides, cooks, head cook, head housekeeping, and activities aides employed at the Employer's facility currently located at 1017 West Galena, Aurora, Illinois; excluding registered nurses, licensed practical nurses, office clerical employees, technical and professional employees, guards, and all supervisors as defined in the Act.

(b) Post at Respondent's facility in Aurora, Illinois, copies of the attached notice marked "Appendix."[4] Copies of said notice on forms provided by the Regional Director for Region 13, after being duly signed by Respondent's representatives, shall be posted by it immediately upon receipt thereof, and be maintained by Respondent for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 13, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the election held on May 4, 1977, in Case 13-RC-14325 be, and it hereby is, set aside and the petition in that case be, and it hereby is, dismissed.

APPENDIX

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

WE WILL NOT grant pay increases to our employees for the purpose of influencing them to vote against a labor organization.

WE WILL NOT coercively interrogate our employees concerning their own and the union activity of other employees.

WE WILL NOT create the impression of surveillance by informing employees that we are aware of the names of the instigators of the union, that we know there have been union meetings, where they have been held, and who attended.

WE WILL NOT threaten employees with possible discharge as a result of their union activity.

WE WILL NOT threaten employees with loss of benefits if a union becomes our employees' bargaining representative.

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

WE WILL recognize and, upon request, bargain collectively with Professional and Health Care Employees Division, Local 98, chartered by Retail Clerks International Association, AFL-CIO, as the exclusive bargaining representative of the employees in the below-described appropriate unit and, if an agreement is reached, embody such agreement in a written, signed contract. The appropriate unit is:

> All full-time and regular part-time service and maintenance employees, including nurses aides, housekeepers, kitchen aides, cooks, head cook, head housekeeping, and activities aides employed at the Employer's facility currently located at 1017 West Galena, Aurora, Illinois; excluding registered nurses, licensed practical nurses, office clerical employees, technical and professional employees, guards, and all supervisors as defined in the Act.

ELMWOOD NURSING HOME

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[3] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[4] In the event that 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."