3. By such conduct Respondent has also interfered with, restrained, and coerced employees and prospective employees in the exercise of rights guaranteed in Section 7 of the Act, and has thus engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

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

5. By its conduct found above, Respondent has not failed to bargain in good faith with the Union in violation of Section 8 (a) (5) of the Act, nor has it violated Section 8 (a) (3) or (1) of the Act by failing to reemploy Julian Case and Charles D. McKay, or by requiring written application for employment forms from striking employees named above, or by sending to striking employees letters warning them of replacement, notifying them of actual replacement, or notifying them of cancellation of insurance benefits after replacement.

[Recommendations omitted from publication.]

Boyce Wallace and Louise M. Wallace, t/a Investment Building Cafeteria *and* Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO. *Case No. 5-CA-1182. March 5, 1958*

DECISION AND ORDER

On November 6, 1957, Trial Examiner Sidney Lindner issued his Intermediate Report in the above-entitled proceeding, finding that Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, Respondents filed exceptions to the Intermediate Report and a supporting brief.

Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Bean and Fanning].

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.[1] The Board has considered the Intermediate Report, the exceptions and brief,[2] and the entire record, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.[3]

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[1] We have considered the evidence proffered by Respondents concerning the sale of the Wallace Restaurant at the same time, approximately, as Investment Cafeteria was purchased, which the Trial Examiner refused to admit in evidence. As such evidence, if adduced, would not warrant any departure from our conclusion that Respondents are successor employers, we find that the Trial Examiner's exclusion of the evidence was not prejudicial.

[2] Respondents' request to reopen that hearing, to permit the introduction of evidence concerning conduct of the night manager which they allegedly would have adduced in the certification proceedings if they had been parties, is denied for the reasons stated in the Intermediate Report for the exclusion of such evidence at the hearing. See also *Miller Lumber Company*, 90 NLRB 1361, 1362. Respondents' request for oral argument is denied as the record and brief adequately present the issues and positions of the parties.

[3] As indicated by the findings of the Trial Examiner, but not expressly found, we find that Respondents purchased Investment Cafeteria with knowledge of the Board's certification.

ORDER

Upon the entire record and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondents Boyce Wallace and Louise M. Wallace, t/a Investment Building Cafeteria, Washington, D. C., their officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., as the exclusive representative of all its employees in the appropriate unit, as described in the Intermediate Report.

(b) In any like or related manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection or to refrain from any or all such activities except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively concerning wages, hours, and other conditions of employment with Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., as the exclusive representative of all employees in the aforementioned appropriate unit, and if an understanding is reached, embody such understanding in a signed agreement.

(b) Post at their cafeteria in Washington, D. C., copies of the notice attached to the Intermediate Report marked "Appendix A."[4] Copies of said notice, to be furnished by the Regional Director for the Fifth Region, shall, after being duly signed by the Respondents or their representatives, be posted by the Respondents immediately upon receipt thereof and be maintained by them for sixty (60) consecutive days thereafter in conspicuous places, including all places

[4] This notice is amended by substituting for the words "The Recommendations of a Trial Examiner" the words "A Decision and Order," and substituting for the words "We Will Not in any manner" the words "We Will Not in any like or related manner." In the event that this Order is enforced by decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

where notices to employees are customarily posted. Reasonable steps shall be taken by the said Respondents to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for the Fifth Region in writing, within ten (10) days from the date of this Order, what steps the Respondents have taken to comply herewith.

INTERMEDIATE REPORT AND RECOMMENDED ORDER

STATEMENT OF THE CASE

Upon a charge and amended charge duly filed by Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., herein called the Union, the General Counsel of the National Labor Relations Board by the Regional Director for the Fifth Region (Baltimore, Maryland), issued a complaint dated July 17, 1957, which was amended at the hearing, against Boyce Wallace and Louise M. Wallace, t/a Investment Building Cafeteria,[1] herein called Respondents, alleging that Respondents have engaged in unfair labor practices, affecting commerce within the meaning of Section 8 (a) (1) and (5) and Section 2 (6) and (7) of the Labor Management Relations Act, 1947, 61 Stat. 136, herein called the Act. Copies of the complaint and charges were duly served upon Respondents, in response to which Respondents filed an answer denying the unfair labor practices alleged.

Pursuant to notice a hearing was held on August 20 and 21, 1957, at Washington, D. C., before the duly designated Trial Examiner. All parties were represented at the hearing and were given full opportunity to examine and cross-examine witnesses and to introduce evidence bearing on the issues; they were also given opportunity for oral argument at the close of the hearing and to file briefs and proposed findings and conclusions of law. Briefs have been received from the General Counsel and counsel for Respondents and have been duly considered. Upon the entire record in the case and upon observation of the demeanor of witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENTS

Respondents, Boyce Wallace and Louise M. Wallace, have at all times material herein operated as coowners a restaurant in the District of Columbia under the name of Investment Building Cafeteria. Respondents admit in their answer and I find that they have been engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., is a labor organization admitting to membership employees of the Respondents.

III. THE UNFAIR LABOR PRACTICES

On April 3, 1957,[2] Frank B. Mayer, t/a Investment Cafeteria, the owner and operator of the restaurant located at 1521 K Street, NW., Washington, in the District of Columbia, and the Union entered into a stipulation for certification upon consent election which was approved by the Regional Director for the Fifth Region and docketed under Case No. 5–RC–2177. The stipulation, among other things, provided for an election to be conducted by the Board on April 12 among the employees in the following appropriate collective-bargaining unit:

> All cafeteria employees at the Company's Investment Cafeteria, excluding office clerical employees, managers, guards and supervisory employees as defined in the Act.

The tally of ballots cast in the election revealed that of approximately 28 eligible voters, 27 voted—20 for the Union and 7 against the Union.

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[1] As corrected at the hearing, on motion of the General Counsel to amend the complaint, which was granted without objection.

[2] All dates herein are 1957.

On April 22 the Board, pursuant to Section 9 (a) of the Act, certified the Union as the exclusive representative of the employees in the above-described appropriate unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

By letter to the Union under date April 23, Ringgold Hart, attorney for Frank B. Mayer, t/a Investment Cafeteria, asked that he be contacted to arrange a time satisfactory to all parties for the purpose of negotiation. He also requested that the demands of the Union be submitted to him in advance of the meeting date.

On May 7, the Union by its business agent, Oliver Palmer, transmitted to Hart its proposals for a contract covering the Investment Cafeteria employees, together with the names of its members on the negotiating committee. It asked that it be advised of the date of the collective-bargaining conference.

By letter to the Union dated May 8, Hart acknowledged receipt of the contract proposals. He stated he would promptly confer with Mayer with a view to fixing a date convenient to all for the purpose of negotiations and contact the Union shortly.

On May 23 or 24, Palmer, not yet having heard from Hart, talked with him on the telephone and was told that the Union would be advised when the collective-bargaining conference was to be held.

On May 27, Palmer again talked with Hart and was told that Mayer had sold his business carried on under the name of Investment Cafeteria to Boyce Wallace and that the sale took effect May 25. Hart confirmed this conversation by letter.

Palmer testified that after having been advised of the sale of the business by Mayer, he called the Investment Cafeteria on the telephone that same day and asked to talk with Wallace. Palmer identified himself to Wallace and advised him that there was outstanding a Board certification covering the employees of the Investment Cafeteria and requested a conference to discuss the matter. Wallace told Palmer he did not have time to discuss the matter at that moment as he was interviewing various salesmen. After some further conversation Wallace told Palmer he would have his attorney call the Union.

No call was received from Wallace's attorney on May 28. On May 29, Palmer, accompanied by Union President Bea and International Representative Balfoure talked with Wallace at the Investment Cafeteria. Wallace was busy and suggested that the union representatives talk with his attorney, John T. Reges.

Palmer made several unsuccessful attempts to reach Reges and then turned the matter over to the union attorney, Samuel Levine. Thereafter, a negotiation meeting was planned for June 7. Reges informed Wallace of the meeting date. On June 6, Reges told Levine that Wallace was not going to discuss anything with the Union and on Wallace's instructions he (Reges) was canceling the meeting scheduled for the next day. No bargaining meeting was ever held between the Union and Wallace or his attorney.

On June 11, the Union called a strike at the Investment Cafeteria and picketing commenced, participated in by a number of employees in the bargaining unit. The strike and picketing were still in progress at the time of the hearing.

It is also revealed by the record that the sales contract between the parties is dated May 17, 1957. The bill of sale was executed on June 3, 1957.[3] The record further reveals that: Mayer operated the cafeteria until Wallace took over on May 27; there was no closing for alterations or for any other reason; and the name on the window of the cafeteria remained "Investment Cafeteria."

Contentions and Conclusions

It is the General Counsel's contention raised at the hearing and as set forth in his brief, "that Respondents' actions constitute a violation of Section 8 (a) (5) of the Act in that Respondents are successors to Frank B. Mayer, t/a Investment Cafeteria and bound to recognize the Union under the recent Board certification of that Union as bargaining agent for the employees of Investment Cafeteria."

The Respondents contend that: (1) There has been a substantial change in the operation, policies, and personnel of the cafeteria and therefore the certification of the Union is not applicable to them; (2) the night manager, a supervisory employee of the predecessor employer, Mayer, improperly threatened the Investment Cafeteria employees so that they joined and voted for the Union, thus making the election invalid, a defense they were powerless to interpose at the time of the election, not being parties to that proceeding; and (3) Respondents should not be bound by the

[3] In both documents the business being sold is referred to as the Investment Building Cafeteria.

prior certification in view of the fact that the present employees gave Wallace a petition indicating their desire not to be represented by the Union.

It is well established by opinions of the courts of appeals and by Board decisions that where the "employing industry" remains essentially the same after a transfer of legal ownership the certification continues for its normal operative period.[4] The Board in *Cruse Motors, supra,* stated, "a mere change in ownership of the employment enterprise is not so unusual a circumstance as to affect the certification. Where the enterprise remains substantially the same the obligation to bargain of a prior employer devolves upon his successor in title. A purchaser in such a situation is a successor employer. . . ."

The first and perhaps the crucial question for determination in the instant case is whether the "employing industry" remained essentially the same after the transfer of ownership from Mayer to the Wallaces. It is uncontroverted in the record that Mayer operated the Investment Cafeteria until May 27, and that the Wallaces took over the management and operation of the cafeteria on that day and have continued to run the same without interruption. In support of their contention that the operation, policies, and personnel of the cafeteria were substantially changed, Wallace testified that early in July, he curtailed the hours of operation of the bakeshop and salad room by operating them only during the morning hours and closing them down for the remainder of the day. Wallace stated that as a result of this change and by consolidating the work of some other employees, who he observed did not have sufficient work to keep them busy,[5] he was able to eliminate about eight employees. He admitted that even with the change in hours of operation of the bakeshop and salad room and the elimination of a number of employees, the overall nature of Respondents' operation is identical with that of the predecessors, namely, the manner of serving food to the public remained cafeteria style.[6] Respondents did not institute any change in the hours of serving food. A slight change in the hours of preparation of food came about when the bakeshop and salad room were closed down afternoons and evenings. There is no evidence in the record that Respondents changed the physical makeup of the cafeteria.

With respect to the working force the record reveals that during the week ending May 31, the first week after Respondents took over the operation, there were 29 employees as compared with 35 in the previous week. Thereafter, the number of employees fluctuated from week to week with a high of 39 during the weeks ending June 14 and 28, and a low of 31 at the time of the hearing. The employment records further reveal that even with the changes of personnel which took place, resulting in the fluctuations in the working force as above noted, the Respondents had on their working force a substantial number of employees who had worked for Mayer and who were included in the bargaining unit. Thus during the week ending May 31, Respondents had in their employ 18 of the original 28 employees in the bargaining unit, 16 were on the payroll during the week ending June 7; 13 during the weeks ending June 14 and 28, and up to the time of the hearing. So far as the changes in personnel are concerned the General Counsel notes in his brief that such changes "normally occur" in this business where personnel turnover is high. Mayer testified that while operating the cafeteria he experienced a large rate of turnover among the kitchen and bakeshop employees with a smaller rate of turnover among the countergirls. Respondents argue in their brief that the changes in personnel came about when they replaced inefficient employees with more efficient ones and by cutting out certain inefficient activities. While I am inclined to accept the testimony of Mayer and the General Counsel's argument that there is a high rate of personnel turnover in the restaurant business, and that this was the underlying basis for changes in personnel after Respondents took over the operation, it is of little or no significance here for the reason as noted above that Respondents had on their working force during the period of their operation a substantial number of employees who had worked for the predecessor and who were in the original bargaining unit.

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[4] *N. L. R. B.* v. *Lunder Shoe Corp., d/b/a Bruce Shoe Co.*, 211 F. 2d 284 (C. A. 1); *N. L. R. B.* v. *Armato*, 199 F. 2d 800 (C. A. 7); *N. L. R. B.* v. *Blair Quarries, Inc.*, 152 F. 2d 25 (C. A. 4); *Cruse Motors*, 105 NLRB 242; *Southerland's Tennessee Company, Inc.*, 102 NLRB 1178; *Stonewall Cotton Mills*, 80 NLRB 325.

[5] Wallace testified that after operating the cafeteria for several days he saw some employees sitting around reading newspapers.

[6] Wallace testified that Respondents' plans for the future consisted of adding a cocktail lounge if approval is received from the licensing board and the landlord. At that time Respondents will operate the cafeteria in the morning and for lunch as they do at present, but the evening meal will be served by waitresses.

The Respondents also submit in their brief as further proof that they substantially changed the operation and policies of the cafeteria that the name was changed from Investment Cafeteria to Investment Building Cafeteria. While it is true that both the sales contract and the bill of sale referred to the business being sold as the Investment Building Cafeteria,[7] only those documents contained a change in name Wallace admitted that the name on the window of the cafeteria is "Investment Cafeteria," the same as it was under the previous owner. In fact, Wallace testified that the first and only notice given the public by way of signs advising that the ownership of the cafeteria had changed was shortly after June 11, when the Union commenced picketing. At that time Respondents put up signs in the cafeteria telling their "side of the story, that it was a new owner and so forth" It is interesting to note in this regard that when Wallace was questioned regarding his occupation he answered "proprietor of Investment Cafeteria."

From the above it appears clear, and I find, that Respondents took over and continued the operation of the Investment Cafeteria as a cafeteria, the "employing industry," and that Respondents are successor employers to Frank B. Mayer, t/a Investment Cafeteria.

At the hearing Respondents attempted to prove that Myrtle Eckman, night manager for Mayer, coerced employees into voting for the Union. The Trial Examiner sustained an objection made by the General Counsel to the introduction of this evidence but permitted an offer of proof, which is included in the record. They argue in their brief that because of supervisory coercion, the election which resulted in the Union's certification is invalid and that since they were not parties to the election proceeding they should be permitted to raise the defense herein. The Board-conducted election among the Investment Cafeteria employees took place on April 12. Mayer did not see fit to file objections to the conduct of the election or conduct affecting the results of the election[8] and in fact after the Union was certified on April 22, immediately contacted it through his attorney to arrange for a negotiation meeting. Respondents as purchasers from Mayer succeed only to the interest and rights which Mayer had. Since Mayer did not file objections within 5 days after the tally of ballots was furnished him, nor did he take any steps at any time prior to the sale of his business to Respondents via the representation proceeding to object to the certification of the Union,[9] then Respondents, as purchasers and successors to Mayer, are in no better position than he was and cannot now assert a right which Mayer had but did not see fit to use. Indeed, if Respondents were permitted at this late date to raise objections to the conduct of the election held in April, it would "delay the finality and statutory effect of the election results." See *N. L. R. B.* v. *A J. Tower Co*, 329 U. S. 324.

Moreover, the fact that Respondents were not parties to the representation proceeding is not material, for as the Board stated in *Stonewall Cotton Mills*, 80 NLRB 325: "Where, as here, no essential attribute of the employment relationship has been changed as a result of the transfer, the certification continues with undiminished vitality to represent the will of the employees with respect to their choice of a bargaining representative, and the consequent obligation to bargain subsists notwithstanding the change in the legal ownership of the business enterprise. Nor is it material that the successor-owner has not participated in the prior Board proceeding resulting in the certification of the bargaining representative." I do not accept Respondents' second contention

Nor do I find merit in the Respondents' third contention, that they should not be bound by the prior certification because their present employees indicated by way of a signed petition that they did not desire to be represented by the Union.

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[7] Wallace testified that he also requested the license board to issue its new license to Respondents d/b/a Investment Building Cafeteria.

[8] See National Labor Relations Board Rules and Regulations, series 6, as amended, Section 102 61, which requires, among other things, the following:

> Upon the conclusion of the election, the regional director shall cause to be furnished to the parties a tally of the ballots. Within 5 days after the tally of ballots has been furnished, any party may file with the regional director four copies of objections to the conduct of the election or conduct affecting the results of the election, which shall contain a short statement of the reasons therefor. Such filing must be timely whether or not the challenged ballots are sufficient in number to affect the results of the election. Copies of such objections shall immediately be served upon each of the other parties by the party filing them, and proof of service shall be made

[9] The record reveals that Mayer discharged Eckman sometime in May prior to the sale of his business.

In *Ray Brooks* v. *N. L. R. B.*, 348 U. S. 96, the Supreme Court held that an employer must, absent unusual circumstances,[10] honor a Board certification for a reasonable period, ordinarily 1 year. During this period any intervening shift in employee sentiment is not sufficient to justify the employer's refusal to bargain with the Union. See also *N. L. R. B.* v. *Appalachian Electric Power Co.*, 140 F. 2d 217 (C. A. 4).

In dealing with the problem of turnover in personnel, the Court of Appeals for the Seventh Circuit in *N. L. R. B.* v. *Armato, supra,* enforced the Board's order to bargain against a successor-company where its work force had increased during the time it took over the operation, so that at the time of the refusal to bargain it was composed of 8 employees who were in the original appropriate bargaining unit and 17 newcomers. In its opinion the court stated: "The very nature of a certification of a union as bargaining agent for a group of employees impels the conclusion that a mere change in employers does not operate to destroy the effectiveness of the certification. It is an official pronouncement by the Board that a majority of the employees in a given work unit desire that a particular organization represent them in their dealings with their employer. There is no reason to believe that the employees will change their attitude merely because the identity of their employer has changed."

Similarly, the Board in *Simmons Engineering Co.*, 65 NLRB 1373, held that a successor company violated the Act where it refused to bargain with a certified union even though there was a labor turnover in its plant and only 9 or 10 of the voters in the election were still employed, the unit had increased from approximately 17 employees to 28, and of the original group of voters remaining in the successor's employ, 5 signed membership cards in a rival union subsequent to the Union's certification.

Based upon all of the foregoing and upon the record as a whole, I find that from June 6, 1957,[11] and at all times thereafter, Respondents refused to bargain with the Union and thereby interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed by Section 7 of the Act, in violation of Section 8 (a) (5) and (1) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondents, set forth in section III, above, occurring in connection with the operations of the Respondents set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and the District of Columbia and within the District of Columbia and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the Respondents have engaged in unfair labor practices, I will recommend that they cease and desist therefrom and take certain affirmative action to effectuate the policies of the Act.

It has been found that Respondents have refused and are continuing to refuse to bargain collectively with the Union as the exclusive representative of the employees in an appropriate unit. I therefore shall recommend that Respondents, upon request, bargain collectively with the Union as such representative and in the event that an understanding is reached, embody such understanding in a signed agreement.

In view of the nature of the unfair labor practices committed, the commission of similar and other unfair labor practices may be anticipated. The remedy should be coextensive with this threat. I shall therefore recommend that Respondents cease and desist from in any manner infringing upon the rights of employees guaranteed in Section 7 of the Act.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., is a labor organization within the meaning of Section 2 (5) of the Act.

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[10] The unusual circumstances set forth in the Court's opinion are not present in the instant case.

[11] This is the first date of Respondents' refusal to meet with the Union after it executed the bill of sale on June 3, 1957.

2. Boyce Wallace and Louise M. Wallace, t/a Investment Building Cafeteria, are engaged in commerce within the meaning of the Act.

3. All cafeteria employees of Respondents employed at the Investment Building Cafeteria, excluding office clerical employees, managers, guards, and supervisory employees as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

4. Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., was on April 12, 1957, and at all times since has been, the exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act. Respondents Boyce Wallace and Louise M. Wallace, t/a Investment Building Cafeteria, from June 6, 1957, and at all times thereafter, by refusing to bargain collectively with Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (a) (5) of the Act.

5. By interfering with, restraining, and coercing their employees in the exercise of their rights guaranteed in Section 7 of the Act, Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

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

[Recommendations omitted from publication.]

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the Labor Management Relations Act, we hereby notify our employees that:

WE WILL bargain collectively, upon request, with Joint Executive Board of the Hotel and Restaurant Employees and Bartenders International Union, AFL–CIO, Washington, D. C., as the exclusive representative of all our employees in the unit described herein with respect to rates of pay, hours of employment, or other conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All cafeteria employees at our Investment Building Cafeteria, excluding office clerical employees, managers, guards, and supervisory employees as defined in the Act.

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the above-named labor organization, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or refrain from any and all such activities, except to the extent such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the National Labor Relations Act.

All our employees are free to become, remain, or refrain from becoming members of the above-named Union or any other labor organization except to the extent that this right may be affected by an agreement in conformity with Section 8 (a) (3) of the Act.

BOYCE WALLACE AND LOUISE M. WALLACE,
T/A INVESTMENT BUILDING CAFETERIA,
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.