

It is clear from the foregoing that the students involved herein are temporary or casual employees hired for a definite limited period and without reasonable expectancy of retention or later recall.<sup>2</sup> It is also clear, and we find, that neither the certified unit nor the unit covered by the most recent contract specifically includes such employees. In the circumstances, as the Board does not, absent agreement of the parties, include temporary or casual employees in bargaining units, we find that the summer students here in issue are not part of the existing unit. We shall, therefore, reverse the Acting Regional Director's Decision and grant the petition for clarification as requested by the Employer.

Accordingly, we shall clarify the existing unit by excluding therefrom students hired on a temporary basis during their summer vacations.<sup>3</sup>

### ORDER

IT IS HEREBY ORDERED that the certification heretofore issued in the above-captioned proceeding be, and it hereby is, clarified by specifically excluding therefrom all students temporarily employed during the summer vacation period.

<sup>2</sup> See *Pacific Tile and Porcelain Company*, 137 NLRB 1358, 1365; and cases cited therein.

<sup>3</sup> See *Recipe Foods, Inc.*, 145 NLRB 924.

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**Bev Cal Optical Co. and Optical Workers Organizing Committee  
Jewelers' Union, Local 23, International Jewelry Workers  
Union, AFL-CIO and Our Own Union.** *Case No. 31-CA-47 (for-  
merly 21-CA-6510). March 31, 1966*

### DECISION AND ORDER

On November 24, 1965, Trial Examiner James R. Hemingway issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision together with a memorandum in support of the exceptions, and the General Counsel filed cross-exceptions to the Trial Examiner's Decision and Recommended Order.<sup>1</sup>

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel [Members Fanning, Brown, and Jenkins].

<sup>1</sup> The General Counsel's cross-exceptions are limited to the Trial Examiner's finding regarding Our Own Union.

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. The Board has considered the Trial Examiner's Decision, the exceptions and memorandum, the cross-exceptions, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with the modifications noted below.<sup>2</sup>

[The Board adopted the Recommended Order of the Trial Examiner with the following modifications:

[1. Amend paragraph 1(a) as follows:

["(a) Dominating or interfering with the formation or administration of The Committee or any other collective-bargaining representative of its employees."]

[2. Amend paragraph 1(c) by changing the period to a comma and thereafter adding the following:

["except to the extent that such right 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, as modified by the Labor-Management Reporting and Disclosure Act of 1959."]

[3. Amend the first indented paragraph of the notice as follows:

[WE WILL NOT dominate or interfere with the formation or administration of The Committee (a collective-bargaining representative of our employees) or any other collective-bargaining representative of our employees.]

[4. Amend the second and four indented paragraphs of the notice by changing the periods to commas and adding to both paragraphs the following:

[, except to the extent that such right 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, as modified by the Labor-Management Reporting and Disclosure Act of 1959.]

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<sup>2</sup> We agree with the Trial Examiner that the Respondent did in fact dominate and interfere with the formation of The Committee, a labor organization, and thereby violated Section 8(a) (1) and (2) of the Act. However, in view of the entire record, and particularly the unrefuted testimony of employee Lehmkuhl, we do not infer, as did the Trial Examiner, that Respondent also rendered financial support to The Committee by paying the monetary expenses in connection with the employees' visit to a lawyer for advice about the formation of a labor organization. Thus, the record shows that there was no mention of a fee being charged for the visit and that the employees did not receive funds from the Respondent for this purpose. Moreover, Lehmkuhl also testified that, during the conference in question, the lawyer told the group that with respect to payment for the advice received, "everybody was on the cuff at the time."

## TRIAL EXAMINER'S DECISION AND RECOMMENDED ORDER

## STATEMENT OF THE CASE

This is a case under Section 10(b) of the National Labor Relations Act, as amended, 29 U.S.C. sec. 151, *et seq.*, herein called the Act. Upon a charge filed by the Optical Workers Organizing Committee of the Jewelers' Union, Local 23, affiliated with the International Jewelry Workers Union, AFL-CIO, herein called the Union, on February 25, 1965, a complaint was issued on May 17, 1965, alleging that the Respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act. Pursuant to notice, a hearing was held before Trial Examiner James R. Hemingway, on September 1, 1965, at Los Angeles, California.

## Issues

1. Whether or not Respondent dominated and interfered with the formation and administration of a labor organization.

2. Whether or not Respondent interrogated employees, made threats, and offered a pension plan to dissuade employees from becoming or remaining members of the Union or giving assistance or support to it.

From my observation of the witnesses, and upon the entire record in the case, I make the following:

## FINDINGS OF FACT

## I. THE BUSINESS OF THE RESPONDENT

Respondent is, and has been at all times material herein, a corporation duly organized, and existing by virtue of, the laws of the State of California. At all times material herein, Respondent has maintained its principal office and place of business at 1701 Colorado Avenue, in the city of Santa Monica, State of California, and is, and has been at all times material herein, engaged at said location in the manufacture, sale, and distribution of optical products. During the calendar year 1964 Respondent, in the course and conduct of its business operation, manufactured, sold, and distributed products valued in excess of \$50,000 which were shipped from its principal office and place of business directly to customers in States of the United States other than the State of California. The Respondent's answer admits and I find that Respondent is now and has been at all times material herein an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

## II. THE LABOR ORGANIZATIONS INVOLVED

The Union is a labor organization admitting to membership employees within the jewelry and optical industry, including employees of Respondent. Our Own Union is not the name of a formally organized union. As is explained hereinafter, a union composed of employees of Respondent was proposed but did not come into existence as a labor organization. A bargaining committee formed in lieu of said employees' union, is a labor organization representing employees for purposes of bargaining collectively with Respondent. For purposes of identification and certainty, this committee will sometimes be designated herein as The Committee.

A. *Dominating and interfering with the formation and administration of a union*

## 1. The facts

In early January 1965, Oscar Fuss, the Union's business manager, telephoned Bard with reference to the Union's objective of organizing Respondent's employees. In this conversation, Bard asked that the Union "lay off" the Respondent until it had organized some of the Respondent's competitors who apparently were giving the Respondent trouble with low prices, particularly those in Texas. Fuss told Bard that the Union had no jurisdiction in Texas, that he had heard that wages in the Los Angeles area were low, and that the Union wished to raise these wages and would continue to organize. He also told Bard that he hoped everything would be kept aboveboard. The date of the conversation between Bard and Fuss is not too clear, but Fuss fixed the date of his conversation with Bard as in the first week in January 1965.

Before January 15, 1965, employee Daryl Lehmkuhl spoke with President Bard about forming an organization of Respondent's employees designed to exclude outside organizations. Bard approved. At noon on January 15, during the lunch period,

Lehmkuhl and Foreman Purvis<sup>1</sup> called to the employees of the surfacing and bench rooms to assemble for a meeting. Most of the employees ate their lunch at the 10:30 a.m. break and then spent their noon lunch period on the parking lot or driving to the beach.<sup>2</sup> Lehmkuhl testified that "we shut the doors and caught them at the lunch period to go punch out and go back to the surface room." He testified that he and Purvis stood by the doorway. The purpose of the meeting was to "find out how many employees would be interested in an organization." Purvis told the assembled employees that an attempt was being made to organize the employees and that, if they wished, they could form their own union and perhaps get better benefits than an outside organization would. Lehmkuhl said that there would be no dues for their own union. Lehmkuhl and Purvis had with them a "petition" headed with a statement reading approximately as follows: "We the undersigned employees of Bev Cal Optical Co., wish to form our own union."<sup>3</sup> Lehmkuhl testified that he had "got up" the petition but that the handwritten introduction was not in his handwriting. "Someone else wrote it. I don't know; one of the girls around the plant. I just had them write it for me. My handwriting is bad. . . . It was a clerical employee." He did not remember the name of the girl but ". . . it may have been my wife," who works there.<sup>4</sup> Purvis told the employees that there was a paper there to sign if they wished to have a company union. Then he put it on a desk and was, himself, the first to sign. Lehmkuhl signed next. A majority of the employees then signed their names. It was later circulated among the few employees who had not been at the meeting.

Following this meeting, Lehmkuhl reported the results to Bard and asked Bard's assistance in the formation of an employees' union. Bard told Lehmkuhl that he would have to seek advice, himself, before he could advise Lehmkuhl. Bard testified that he went to two attorneys, including his own, and that both attorneys had told him he could not assist in the formation of a union.

A few days later, at 5 p.m., Manager-Supervisor Robert Ellett, Foreman Purvis, Lehmkuhl, and another employee named Gordon Faber<sup>5</sup> met at the office of an attorney in Beverly Hills (whose name and address none of the last three named witnesses could remember) and told the lawyer they were interested in forming an employees' union and asked how to go about it. Ellett did not testify. The other three employees testified that they did not know how the arrangements had been made with this attorney. Bard testified that he had heard that some attorney had called Faber up and asked for him by name and had made the arrangements through Faber. Faber, however, testified that he was not sure who had invited him to go to the lawyer's office but that he thought it might have been Ellett who had asked him if he wanted to go. Purvis testified that he "thought" the lawyer had told him that he, as foreman, was not supposed to be involved. Lehmkuhl remembered that the lawyer told them that management should not be a part of the organization. Whether or not because of the interest of Ellett and Purvis, or because the lawyer had told the group that the cost of organizing a union would be several thousand dollars, the idea of forming the previously proposed inside union was not acted on. On the way back from the lawyer's office there was discussion of the selection of a committee to represent the employees.

Following their visit to the attorney's office, Lehmkuhl and Faber made no detailed report to the other employees. Lehmkuhl told Paul Brewer, an employee, that he had been to see a lawyer and that the lawyer had "turned it down." Soon after the visit to the lawyer's office, in the third week in January 1965, and during working hours, Lehmkuhl asked Brewer, in the benchroom, to go around and ask the rest of the employees in the benchroom if they would be willing to have Lehmkuhl and Faber as their representatives. Brewer understood that this was to be a committee of the employees' union. He got the approval of the other employees, and Lehmkuhl arranged with the surface room to select two employees as their representatives.<sup>6</sup>

<sup>1</sup> Purvis was foreman of the benchroom Robert Penrose, foreman of the surface room, was apparently not involved in these activities.

<sup>2</sup> This explains, I believe, why the witness Brewer mistakenly fixed the time of the meeting as in the afternoon after lunch.

<sup>3</sup> This is based on testimony of Bard. Respondent had possession of this petition at the time of the hearing but would not produce it, giving a reason for its refusal which I consider specious and unconvincing.

<sup>4</sup> Lehmkuhl's testimony was replete with expressions of "possibilities," uncertainty, and other vague expressions which I took to be designed to avoid revelation of all he knew and could remember.

<sup>5</sup> Lehmkuhl and Faber were both layout men in the benchrooms.

<sup>6</sup> The surface room selected Robert Androy and Bill McClendon. They did not testify.

The four employees chosen as committeemen met at the house of one of them a few days later to discuss wages, vacations, and other benefits that the employees were concerned with receiving. Faber testified that they discussed what the employees thought was fair in the way of wages and vacations and wrote out the "consensus." However, both Faber and Lehmkuhl testified that The Committee never brought this to the attention of management. Asked why The Committee had not met with management about the subject of their discussions, Faber (although he had earlier testified to the consensus which had been reduced to writing) testified that The Committee could never get together on what to ask for. No meeting of the employees was held to report any action of The Committee. If any employees asked, they were told.

At the time when the talk about a union was going on, Foreman Penrose of the surface department was terminated and Purvis was transferred to that department as foreman. As nearly as I can determine, this was in early February. At the same time, Lehmkuhl was made foreman of the benchroom. Lehmkuhl and Faber each got raises of \$10 a week.<sup>7</sup> There is no evidence that any other wage increases were given. According to Brewer, Lehmkuhl told him in January that he had been offered a wage increase because of the fact that he was a committeeman.

In late January or early February, an attorney by the name of Glasser, from Chicago, described by Brewer as an attorney for Bard, spoke to the employees at the plant and described a pension plan which he said had been under study for at least 3 months and which was to take effect in June. Some of the witnesses spoke of this as a profit-sharing plan, but it was conceded that by either name it was the same thing.

## 2. Conclusions

It is obvious that the Respondent took more than a casual interest in the formation of an employees' organization designed to exclude the Union or any other outside union. Although Lehmkuhl was not a foreman at the time that he participated in the activity toward forming an inside union, he first consulted with President Bard and received his approval to the formation of such an organization, he and Foreman Purvis assembled the employees and suggested the formation of an employees independent union, giving them the belief that they might do better with such an organization than they would through an outside organization, Purvis got the employees to sign up for approval of an inside union, setting an example by signing first, himself, and Lehmkuhl received assistance in the making of an appointment with a lawyer to discuss the formation of an inside union, two of the three who visited the attorney's office with him being supervisors. It is also significant that soon after the time when this activity took place Lehmkuhl not only received an increase in wages, but also was appointed foreman of the benchroom. The only evidence that any other increase was given about this time was that of the increase to Faber, another member of The Committee, who also received a \$10 a week increase.

The evidence is not entirely clear as to whether or not The Committee, which included Lehmkuhl and Faber, was actually an extension of the original employees' union or whether it was a substitute therefore. Brewer apparently thought it was a committee of the employees' union. My deduction is that The Committee was designed to be an alternate course rather than a part of the proposed employees' union for after the meeting with the lawyer, Lehmkuhl had told Brewer that he and Faber and Purvis had gone to see the lawyer to see about forming a union and that the labor attorney had turned it down. Faber testified that they dropped the idea of a union, and Lehmkuhl testified that the subject of a committee was discussed on the way back from the lawyer's office. Although Purvis, Lehmkuhl, and Faber professed lack of memory of the name and address of the attorney and details of what they were told by the attorney, Lehmkuhl did remember that the attorney had told them that no members of management should be involved in the formation of a union, and after that, Purvis testified, he "dropped out." Lehmkuhl described The Committee as a bargaining committee "if we ever needed one." Since neither of the nonsupervisory employees who were interested in an employees' union had any knowledge of how the arrangements were made for the appointment with the lawyer, since Purvis testified that he did not know whose idea it was, and since Lehmkuhl had sought Bard's advice and had been told by Bard that he would seek the advice of an attorney, it is inferable that the arrangements with the Beverly Hills attorney had been made on the initiative of Bard with the assistance of Manager Ellett, who did not testify. Although the evidence does not show the amount of any monetary expense incurred by Respondent, it does show that, on behalf of the dominated

<sup>7</sup>Faber testified that he received the raise as a result of having asked Ellett for it.

organization, Bard consulted attorneys for advice. It is also inferable that such consultation resulted in the appointment with the attorney who met with Ellett, Purvis, Lehmkuhl, and Faber. The employees did not pay for any legal services. It is not to be presumed that attorneys render services gratuitously.

Although an employees' union, as such, never took form, never adopted a constitution or bylaws, and never elected officers, the Respondent, through its supervisors, proposed such organization and gave impetus toward the creation of it by arranging for legal counsel. The bargaining committee which was selected after the meeting with the lawyer derived from the advice of such lawyer whose services were arranged for by Respondent. Because The Committee resulted from the same movement as that which prompted the initial attempt to promote an inside union, I find that it was spawned by the same influences. In view of this, I consider it immaterial that the complaint alleged domination and interference with the formation of "Our Own Union" rather than with the formation of The Committee. Neither was a name formally adopted by the employees, yet both were conceived and promoted through the same efforts. The Committee was to all intents and purposes a successor or altered form of the inside union designated by the complaint as Our Own Union. The employees, at least, were never notified of the difference.

The Committee never demonstrated that it was free from the influence which induced its creation. The fact that The Committee never bargained with management is not enough to free it of Respondent's initial influence. Nor does it demonstrate that The Committee became defunct. The Respondent's timely announcement of a pension plan may have been expected to temper any ardor the employees might have had for union representation and rendered an active committee unnecessary. The failure of an employer-dominated labor organization to bargain with the dominating employer, so far from demonstrating that such organization is defunct, demonstrates no more than that employer is in a position to activate the dominated organization or induce torpor at will, depending on whether it appears desirable at any given moment to counteract a revival of organization by a bona fide labor organization or on whether it appears safe to let sleeping dogs lie. Thus, the Respondent would still be in control of The Committee through the offices of Lehmkuhl, now a foreman, who has not been shown to have resigned from his position on The Committee when he was promoted. But even if The Committee were, in fact, defunct, the employees apparently have never been so informed. They were not, so far as the evidence goes, even informed that The Committee was distinct from the inside union which Foreman Purvis had induced them to approve.

On all the evidence, I conclude and find that Respondent has dominated and interfered with the formation of a labor organization and has contributed financial support thereto by arranging for legal counsel at no expense to the employees.

#### *B. Interference, restraint, and coercion*

Brewer testified that in the last of January 1965, he encountered President Bard at the drinking fountain and that Bard had said that he understood Brewer had had a union representative at his home. Bard told Brewer that he had the right to vote whichever way he wished and then told him that his office was open to talk if he wanted to come in. Brewer went to Bard's office and discussed Hughes, the Union's representative, who had been to Brewer's home. Bard made reference to his earlier conversation with Hughes. Brewer testified, "Well, he said that he knew Mr. Hughes, and that he [Hughes] had worked for him [Bard] before, that he [Bard] was a very good friend of Mr. Hughes; but he [Hughes] was trying to organize the company. I thought that there was nothing wrong with that, but he [Bard] made the funny statements which I am still trying to figure out why he made this statement. He said there is liable to be trouble." Brewer then amended the word "trouble" to "bloodshed." Bard testified that Brewer had misunderstood what he had said. He explained that on the preceding Friday night, Hughes had telephoned Bard and had later come to talk with him. Bard testified that Hughes had told him that he thought he would be able to sign up a certain number of employees with the Union and that he was afraid that there was another group of people in the plant that were so opposed to unionism that it might result in violence, and that Bard, in his conversation with Brewer had merely repeated what Hughes had told him. Bard's explanation was plausible and credible, and I find that Bard did not, himself, make a threat of bloodshed or violence.

Although I find that Bard did not threaten Brewer with any violence, I find that his statement to Brewer about understanding that Brewer had had a union organizer at his home in an attempt to elicit information on Brewer's attitude toward the Union. However, inasmuch as Bard, at the same time, assured Brewer of his right of choice (right to vote as he saw fit) I make no finding of a violation of the Act by the Respondent through this act of Bard.

The pension plan offered by the Respondent may have been under contemplation before the Union's organizing campaign. Purvis testified that the Respondent had been working on this for at least a year and that there was a notice concerning it posted on the bulletin board 4 to 6 months before January 1965. The notice was not produced. Yet the Chicago attorney, who announced the plan, mentioned only 3 months' consideration. He also said that a brochure would be prepared for the employees to explain the plan. The fact that brochures had not yet been prepared suggests that the plan had not been formulated for a long enough time to have them prepared. But even assuming that the Respondent had been working on such a plan before the Union began its organizing of Respondent's employees, the timing of the announcement of the pension plan before it had been put in written form for the employees by an attorney who had been brought from Chicago to make such announcement justifies the inference that the announcement was made in haste to dissuade the employees from seeking representation by the Union.<sup>8</sup> I therefore find that by such announcement Respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

### III. THE REMEDY

Since I have found that the Respondent has committed certain unfair labor practices in violation of the Act, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. Because the Respondent's past actions give reason to anticipate a danger of the reactivation of The Committee as a means of combating organization by the Union or other bona fide labor organizations, I find that a disestablishment order is essential to effectuate the policies of the Act, and I shall so recommend. I shall also recommend that Respondent post an appropriate notice to its employees so that they may understand that they are free to become or remain members of the Union or any other labor organization of their own choosing.

### CONCLUSIONS OF LAW

1. Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. Our Own Union is not, by that name, a labor organization.
4. The Committee, composed of Daryl Lehmkuhl, Gordon Faber, Robert Androy, and Bill McClendon, is a labor organization within the meaning of Section 2(5) of the Act.
5. By dominating and interfering with the formation of a labor organization and contributed financial support to it, Respondent has engaged in unfair labor practices within the meaning of Section 8(a) (2) of the Act.
6. By the conduct described in paragraph 5 hereof and by announcing a profit sharing plan at a time designed to influence its employees in their choice of a collective-bargaining representative, Respondent has engaged in unremedied unfair labor practices within the meaning of Section 8(a) (1) of the Act.
7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

### RECOMMENDED ORDER

Upon the foregoing findings of fact and conclusions of law and upon the entire record in the case, I recommend that the Board order that Respondent, Bev Cal Optical Co., Santa Monica, California, its agents, successors, and assigns, shall:

1. Cease and desist from:
  - (a) Dominating or interfering with the formation of The Committee or any other collective-bargaining representative of its employees or contributing financial or other support thereto.
  - (b) Promising pension plans or other economic benefits as inducements to influence its employees and interfere with their free choice of a collective-bargaining representative.
  - (c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist Jewelers' Union, Local 23, affiliated with International Jewelry Workers Union, AFL-CIO, or any other labor organization of their own choosing.

<sup>8</sup> *Laars Engineers, Inc.*, 142 NLRB 1841.

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

(a) Withdraw and withhold all recognition from, and completely disestablish, The Committee or any successor thereto, as the representative of any of Respondent's employees for the purpose of bargaining or dealing in respect to grievances, wages, rates of pay, hours of employment, or other conditions of employment.

(b) Post at its place of business in Santa Monica, California, copies of the attached notice marked "Appendix."<sup>9</sup> Copies of said notice, to be furnished by the Regional Director for Region 21 of the Board, shall, after having been duly signed by Respondent's authorized representatives, be posted by Respondent, immediately upon receipt thereof, in conspicuous places, including all places where notices to employees are customarily posted, and be maintained by Respondent for no less than 60 consecutive days thereafter. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 21, in writing, within 20 days from the date of service of this Trial Examiner's Decision, what steps Respondent has taken to comply herewith.<sup>10</sup>

<sup>9</sup> In the event that this Recommended Order be adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals, Enforcing an Order" shall be substituted for the words "a Decision and Order"

<sup>10</sup> In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps the Respondent has taken to comply herewith."

APPENDIX

NOTICE TO ALL EMPLOYEES

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

WE WILL NOT dominate or interfere with the formation of The Committee (a collective-bargaining representative of our employees) or any other collective-bargaining representative of our employees.

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist Jewelers' Union, Local 23, affiliated with International Jewelry Workers Union, AFL-CIO, or any other labor organization of their own choosing, by promising pensions or any other economic benefits as inducements to influence or interfere with our employees in their free choice of collective-bargaining representative or in any other manner.

WE WILL withdraw and withhold all recognition from, and completely disestablish, The Committee, or any successor thereto, as the representative of any of our employees for the purpose of dealing in respect to grievances, wages, rates of pay, hours of employment, or any other conditions of employment.

All our employees are free to become or remain members of Jewelers' Union, Local 23, affiliated with International Jewelry Workers Union, AFL-CIO, or any other labor organization.

BEV CAL OPTICAL CO.,  
*Employer.*

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

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

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, U.S. Postoffice and Courthouse Building, 312 North Spring Street., Los Angeles, California, Telephone No. 688-5844.